



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



March 18, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT FOR PARTICIPATION IN OPERATION STONEGARDEN
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks authority to execute amendments to the Agreement for Operation Stonegarden (Agreement) for participation in the Operation Stonegarden (OPSG) Grant Program, funded by the United States Department of Homeland Security (DHS), passed through the California Emergency Management Agency (CalEMA), and received and administered by the County of San Diego.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent for Los Angeles County (County), to execute the attached Amendment Number One, Amendment Number Two, and Amendment Number Three to the attached Agreement, with participating agencies for participation in OPSG. Department overtime costs and approved equipment shall be reimbursed by the County of San Diego in an amount not to exceed \$861,397 from the Fiscal Year 2011 grant and \$350,000 from the Fiscal Year 2012 grant.
2. Delegate authority to the Sheriff to sign and execute all future amendments and modifications to the Agreement, as necessary, for the effective participation in OPSG.
3. Delegate authority to the Sheriff, as an agent for the County, to execute agreements, and any amendments thereto, with the State of California (State) and/or local public agencies for participation in joint law enforcement task forces or otherwise for the provision of collaborative investigative assistance, provided the annual amount of reimbursement to the Department under any such agreement does not exceed \$100,000 per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks to enter into the attached Amendment Number One, Amendment Number Two, and Amendment Number Three to the Agreement for participation in OPSG to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States. The OPSG Grant Program provides funding to designated localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the nation's land borders. The OPSG Grant Program aims to increase law enforcement presence in each of the participating law enforcement agency's designated area of jurisdiction, in order to support DHS, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The Department will provide both boat and aircraft support for OPSG operations.

The current participating agencies and signatories to the Agreement include the Counties of San Diego and Orange, the Cities of Carlsbad, Chula Vista, El Cajon, Escondido, La Mesa, Oceanside, National City, and San Diego, and the California Department's of Fish and Game, Motor Vehicles, and Parks and Recreation.

Amendment Number One adds the County as a participating agency to provide program support for OPSG and allocates funding in the amount of \$661,217 from the Fiscal Year 2011 grant. Amendment Number Two allocates funding in the amount of \$350,000 from the Fiscal Year 2012 grant. Amendment Number Three increases the County's funding allocation by \$200,180 for a total allocation of \$861,397 from the Fiscal Year 2011 grant.

Implementation of Strategic Plan Goals

Participation in OPSG relates to the County's Strategic Plan, Goal 3, Integrated Services Delivery. Participation in OPSG leverages resources from the Department and other law enforcement agencies to enhance protection along the land and water borders of the United States.

FISCAL IMPACT/FINANCING

The Department will recover any overtime salary costs and other costs, including but not limited to overtime expenses, equipment and vehicle purchases, fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities. Reimbursement claims for expenses will be submitted monthly. The County's allocation will be increased by \$200,180 from \$661,217 to \$861,397 for Fiscal Year 2011. The County's allocation is \$350,000 for Fiscal Year 2012.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall continue indefinitely subject to sufficient funding. The County may terminate its participation in the Agreement by providing 90 days advance written notice to the other participating agencies. The Department will provide its personnel assigned to OPSG with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG activities.

The County agrees to defend and indemnify the County of San Diego for any claim, action, or proceeding against the County of San Diego arising solely out of the acts or omissions of the County

in the performance of the Agreement. Each party to the Agreement agrees to defend itself from any claim, action, or proceeding arising out of concurrent acts or omissions of the parties. In such a case, each party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs except where a court finds and allocates comparative fault.

Board approval is required for these amendments to the Agreement, as the participating agencies are State and local agencies and the funding amount exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

The Sheriff also seeks delegated authority to execute agreements, and any amendments thereto, with the State and/or local public agencies, for participation in joint law enforcement task forces or otherwise for the provision of collaborative investigative assistance, provided the annual amount of reimbursement to the Department under any such agreement does not exceed \$100,000 per year.

County Counsel has approved the attached amendments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will provide the personnel and resources required for participation in OPSG.

CONCLUSION

Upon approval by the Board, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Scott". The signature is written in a cursive style with a large initial "J" and "S".

JOHN L. SCOTT

Sheriff

JLS:RTM:RZ:rz

Enclosures

**AGREEMENT FOR THE
2010 OPERATION STONEGARDEN GRANT**

PARTIES TO THE AGREEMENT

This Agreement is between 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 COUNTY OF ORANGE (“OC”), the CALIFORNIA HIGHWAY PATROL (“CHP”), the CALIFORNIA DEPARTMENT OF FISH AND GAME (“DFG”), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (“DMV”), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (“DPR”), collectively the “PARTIES”, for program support of the 2010 Operation Stonegarden Grant (“OPSG”).

Party Departments Or Agencies Participating In The Agreement

For the COUNTY, participating agencies are the Sheriff’s Department and the Probation Department.

For the CITIES, participating agencies are the police departments.

For the OC, participating agency is the Sheriff’s Department.

SDUPD, CHP, DFG, DMV and DPR do not have subordinate agencies or department participants.

The services and obligations of PARTIES and their participating departments or agencies are set forth herein.

RECITALS

WHEREAS, COUNTY through SHERIFF received funds from the U.S. Department of Homeland Security (DHS) passed through the California Emergency Management Agency (CalEMA), under the Fiscal Year (FY) 2010 Operation Stonegarden Grant (OPSG) Program; and

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; and

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

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

WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 2 dated November 9, 2010, approved and authorized the SHERIFF to execute expenditure contracts to use FY2010 OPSG grant 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 \$7,258,596, as described in Exhibit A – Budget Worksheet, during the project period beginning October 1, 2010 through April 30, 2013; and

WHEREAS, PARTIES agree to maintain documentation supporting all expenditures reimbursed from Operation Stonegarden (OPSG) grant funds, ensure all expenditures are allowable under grant requirements, adhere to authorized procurement methods and 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. The audit shall be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133. For accounting purposes, the following is a description of these funds: Federal Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Emergency Management Agency (CALEMA); Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067; and

WHEREAS, PARTIES agree to Exhibit B - FY10 Grant Assurances as set forth by the California Emergency Management Agency;

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

AGREEMENT

I. 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 FY 2010 Operation Stonegarden Grant.

II. SCOPE OF SERVICES

A. 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 will be staffed as described in section IV. - Standards of Service: Obligations of the PARTIES.

B. Overview Of Basic Services

PARTIES will provide OPSG activities (“Activities”) by increasing law enforcement presence in their designated areas of jurisdiction or 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 will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

III. TERM OF AGREEMENT

A. Initial Term

The term of this Agreement shall be retroactive to midnight on October 1, 2010, and shall continue in effect through and terminate at midnight on April 30, 2013; subject to the termination provision in section III. B. and III. C. below.

B. Option to Extend

Renewal or extension of the Agreement beyond April 30, 2013, shall be subject to remaining grant funds and to a time extension approved by the U.S. Department of Homeland Security (DHS) through the California Emergency Management Agency (CalEMA).

C. 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.

IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

A. 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 law enforcement agencies that elected to participate in OPSG are San Diego County Probation Department, Carlsbad Police Department , Chula Vista Police Department, Coronado Police Department, El Cajon Police Department, Escondido Police Department, La Mesa Police Department, National City Police Department, Oceanside Police Department, San Diego Police Department, San Diego Harbor Police Department, Orange County Sheriff's Department, California Highway Patrol, California Department of Fish & Game, California Department of Motor Vehicles, and California Department of Parks and Recreation ("Participating Agencies"). 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 10 OPSG Operations Order to this Agreement.

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.

2. Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:
 - a. Conduct monthly meetings with a minimum of one representative from each PARTY.
 - b. Increase information sharing during operations.
3. At the conclusion of each shift funded by Operation Stonegarden, OPSG state/local law enforcement officers will complete a Daily Activity Report (DAR). The DAR will be submitted via email to U.S. Customs and Border Protection (CBP)/Border Patrol Sector Headquarters at: SDCOPSG2009@cbp.dhs.gov and San Diego Sheriff's Department at: stonegarden@sdsheriff.org. The work week for OPSG is Wednesday – Tuesday.

B. Personnel Qualifications And Assignment

All PARTY personnel who perform OPSG Activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

PARTIES shall provide OPSG with qualified personnel to meet performance standards and scope of service defined herein and as further specified in Exhibit C.

1. Sheriff And County Participating Agency Discretion

The management, direction, and supervision of SHERIFF OPSG personnel, the standards of performance, the discipline of deputies, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF'S sole but reasonable judgment and in accord with the provisions of applicable labor

agreements. SHERIFF shall be the appointing authority for all SHERIFF personnel provided to OPSG by this AGREEMENT. Similarly, the County Participating Agency shall be responsible for the management, direction and supervision of its own OPSG personnel; the standards of performance, personnel discipline, and all other matters incident to the performance of such services, through the sole but reasonable judgment of the County Participating Agency and in accord with applicable labor agreements. Non-County PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY'S performance of this Agreement.

2. Non-County Parties' Discretion

The management, direction, and supervision of non-County PARTY OPSG personnel, the standards of performance, the discipline of officers and/or non-sworn personnel, and all other matters incident to the performance of such services, shall be performed by and be the individual responsibility of each respective non-County PARTY in each respective non-County PARTY'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each non-County PARTY shall be the appointing authority for its respective personnel provided to the OPSG by this Agreement. COUNTY and SHERIFF shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in non-County PARTY's performance of this Agreement.

3. Designated Coordinators

SHERIFF shall select and designate a coordinator who shall manage and direct the OPSG. The other County Participating Agency and each non-County PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4. 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.

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 will provide its respective OPSG personnel with all supplies and equipment necessary to perform OPSG Activities. 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.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by PARTIES of OPSG Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform OPSG Activities on the basis of invoices and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of grant funds from the U.S. Department of Homeland Security (DHS) passed through the California Emergency Management Agency (CalEMA).

B. Personnel Costs/Rate of Compensation

During the term of this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Activities based upon available funding and the actual costs incurred by PARTIES to provide Activities under this Agreement.

C. Method of Payment

1. PARTIES shall submit correct and complete reimbursement forms, itemized invoices, labor reports, timesheets, and any other related supporting documentation that represents amounts due under this Agreement to include expenditure corrections and back billings to SHERIFF no later than the final business day of the subsequent month from the month being claimed to: San

Diego County Sheriff's Department, Grants Unit, Ref: OPSG, P. O. Box 939062,
San Diego, CA 92193.

- a. Reimbursement forms, invoices, purchases orders, contracts, labor reports, timesheets, and other related supporting documentation must have the signature of PARTY's designated coordinator or his or her designee, certifying that the invoice, timesheets, and related documentation are true and correct.
 - b. 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.
2. Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

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

A. Workers Compensation And Employment

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.

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.

B. Indemnification Related To Acts Or Omissions; Negligence

1. Claims Arising From Sole Acts or Omissions of County

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

2. Claims Arising From Sole Acts or Omissions of Non-County PARTIES

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

3. Claims Arising From Concurrent Acts or Omissions

COUNTY hereby agrees to defend itself, and each Non-County PARTY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and Non-County PARTIES. In such cases, COUNTY

and each Non-County PARTY agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where COUNTY and Non-County PARTIES agree in writing to a joint defense, COUNTY and Non-County PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Non-County PARTIES and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and Non-County PARTIES. COUNTY and Non-County PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. COUNTY and Non-County PARTIES further agree that none of the PARTIES may bind the others to a settlement agreement without the written consent of both COUNTY and PARTIES.

5. Reimbursement and/or Reallocation

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

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and Non-County PARTIES acknowledge and agree that COUNTY and its respective officers,

agents and/or employees shall be deemed independent contractors and not officers, agents or employees of Non-County PARTIES; and Non-County PARTIES and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COUNTY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder; all such personnel provided by Non-County PARTIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

COUNTY and Non-County PARTIES acknowledge and agree that COUNTY does not control the manner and means of performing the work of Non-County PARTIES' officers, agents or employees who perform OPSG Activities, nor does COUNTY have the right to hire or terminate employment of such officers, agents or employees. Non-County PARTIES do not control the manner and means of performing the work of COUNTY officers, agents or employees who perform OPSG Activities, nor do Non-County PARTIES have the right to hire or terminate employment of such officers, agents or employees.

COUNTY has no authority of any kind to bind Non-County PARTIES, and Non-County PARTIES have no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act, or represent itself directly or by implication as an agent of Non-County PARTIES, or in

any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Non-County PARTIES. Non-County PARTIES shall not act or attempt to act, or represent themselves directly or by implication as agents of COUNTY or SHERIFF, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. 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 Fletcher Pkwy
El Cajon, CA 92020

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 Dept
3380 N. Harbor Dr.
San Diego, CA 92101

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

Chief
California Highway Patrol
4902 Pacific Highway
San Diego, CA 92110

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

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

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

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Cooperation

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

I. 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.

J. 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.

K. 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 U.S. Department of Homeland Security through the California Emergency Management Agency 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 and 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 SHERIFF, and Non-County PARTIES, under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

L. 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.

M. 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.

N. Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Activities is terminated by the U.S. Department of Homeland Security through the California Emergency Management Agency, 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.

O. Obligation

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

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 11th day of April, 2011.

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



William D. Gore
Sheriff

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Mack Jenkins
Chief

**CARLSBAD POLICE
DEPARTMENT**

Gary Morrison
Chief

**CHULA VISTA
POLICE DEPARTMENT**

David Bejarano
Chief

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.

O. Obligation

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

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 _____, 2010.

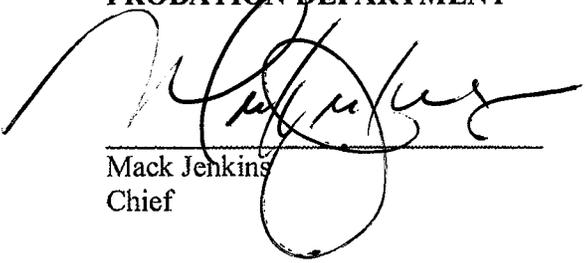
**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

**CARLSBAD POLICE
DEPARTMENT**

Gary Morrison
Chief

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**



Mack Jenkins
Chief

**CHULA VISTA
POLICE DEPARTMENT**

David Bejarano
Chief

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William D. Gore
Sheriff

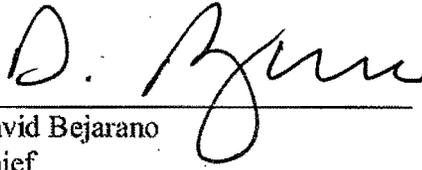
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David Bejarano
Chief

**CORONADO POLICE
DEPARTMENT**



Lou Scanlon
Chief

**EL CAJON
POLICE DEPARTMENT**

Pat Sprecco
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Jim Maher
Chief

**LA MESA POLICE
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Alan Lanning
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Adolfo Gonzalez
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DEPARTMENT**

Frank McCoy
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**SAN DIEGO POLICE
DEPARTMENT**

William Lansdowne
Chief

CITY OF SAN DIEGO

Mayor Jerry Sanders
Or designee

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

John Bolduc
Chief

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

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Pat Sprecco
~~Pat Sprecco~~ Kathi J. Henry
Chief City Manager

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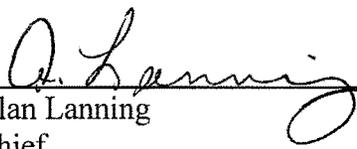
**ORANGE COUNTY
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**CALIFORNIA DEPARTMENT
OF FISH AND GAME**

Mike McBride
Assistant Chief

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Chief, Border Division

**CALIFORNIA DEPARTMENT
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Kathryn Door
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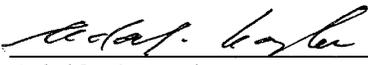
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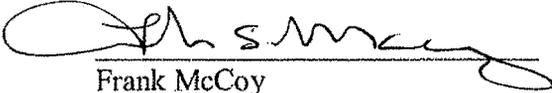
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CITY OF SAN DIEGO

Mayor Jerry Sanders
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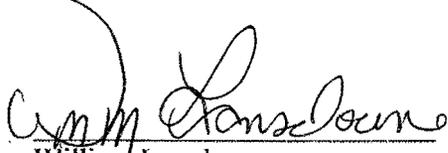
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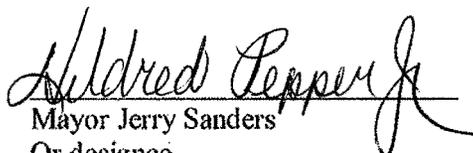
**LA MESA POLICE
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Alan Lanning
Chief

**OCEANSIDE POLICE
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Frank McCoy
Chief

CITY OF SAN DIEGO



Aldred Pepper Jr.
Mayor Jerry Sanders
Or designee

**ORANGE COUNTY
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Sandra Hutchens
Sheriff

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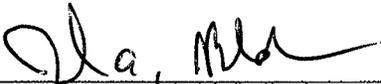
**NATIONAL CITY
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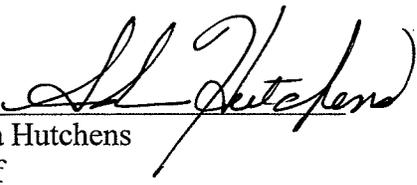
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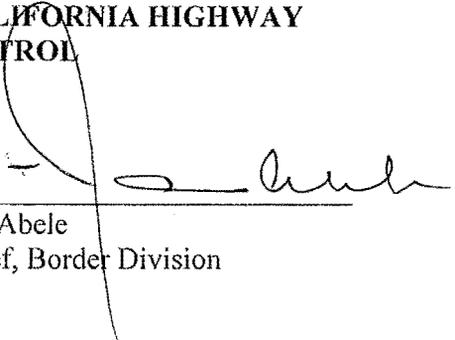
**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Kathryn Door
Chief, Investigations

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 
Deputy
Date: 11/23/10

**CALIFORNIA HIGHWAY
PATROL**



Jim Abele
Chief, Border Division

**CALIFORNIA DEPARTMENT
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Paul Hamdorf
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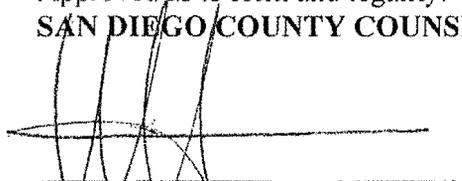
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Clay Phillips
(A) District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL



William D. Pettingill
Senior Deputy

Approved as to form
Jan I. Goldsmith, City Attorney

By Deputy City Attorney

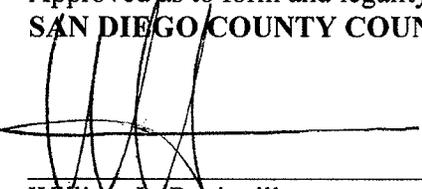
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Helen Carriker
Deputy Director, Administration

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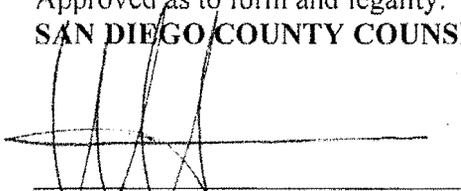
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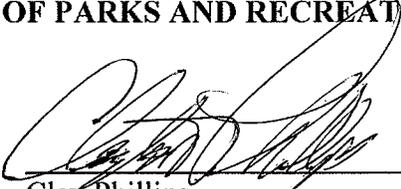
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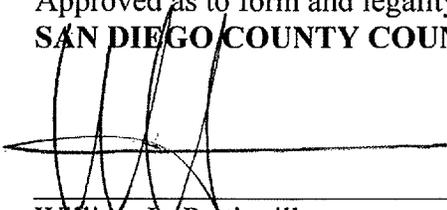
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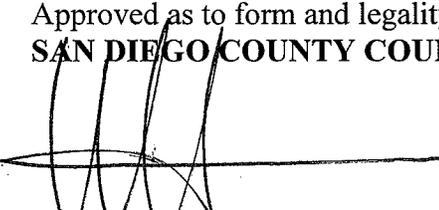
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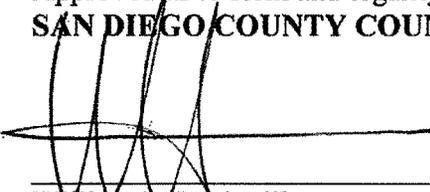
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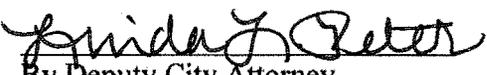
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William L. Peetingill
Senior Deputy

Approved as to form
Jan I. Goldsmith, City Attorney, *City of San Diego*



By Deputy City Attorney

**AGREEMENT FOR THE
2010 OPERATION STONEGARDEN GRANT**

AMENDMENT #1

RECITALS

1. The following parties executed the AGREEMENT FOR THE 2010 OPERATION STONEGARDEN GRANT ("Agreement"): 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 COUNTY OF ORANGE ("OC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND GAME ("DFG"), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES ("DMV"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for program support of the 2010 Operation Stonegarden Grant ("OPSG").

2. The Party departments or agencies participating in the Agreement are as follows:
 - For the COUNTY, participating agencies are the Sheriff's Department and the Probation Department.
 - For the CITIES, participating agencies are the police departments.
 - For the OC, participating agency is the Sheriff's Department.
 - SDUPD, CHP, DFG, DMV, and DPR do not have subordinate agencies or department participants.

3. The COUNTY, by action of the Board of Supervisors Minute Order No. 2 dated November 9, 2010, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2010 OPSG grant 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 \$7,258,596, as described in Exhibit A – Budget Worksheet, during the project period beginning October 1, 2010 through April 30, 2013.

4. On October 6, 2011, COUNTY through SHERIFF was notified of a conditional award of funding from the California Office of Emergency Management (Cal EMA) under the FY 2011 Operation Stonegarden (OPSG) grant program for the project period beginning October 1, 2011 through June 30, 2014.

5. On November 8, 2011, the Board of Supervisors, in approving its Agenda Item No. 4, approved and authorized the Sheriff to:
- (a) accept and administer grant funds totaling \$6,974,123 for the project period October 1, 2011 through June 30, 2014, and
 - (b) execute an amendment to the current memorandum of agreement for the FY 2011 OPSG grant.
6. SAN DIEGO STATE UNIVERSITY POLICE DEPARTMENT ("SDSU"), the COUNTY OF LOS ANGELES ("LAC"), and the CALIFORNIA DEPARTMENT OF CORRECTIONS, OFFICE OF CORRECTIONAL SAFETY ("CDC") desire to enter into an agreement with provisions concerning the nature and extent of OPSG grant collaboration, services to be rendered, and compensation to be paid.
7. PARTIES agree to Exhibit A – FY 2011 Budget Worksheet, Exhibit B – FY 2011 Grant Assurances as set forth by the Cal EMA, and Exhibit C – FY 2011 OPSG Operations Order, attached to this Amendment No. 1., and Exhibit D – FY 2011 The Homeland Security Grant Program Federal Guidance and Application Kit ("Guide"), which can be referenced at http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf, and Exhibit E – 44 CFR Part 13— Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments ("44 CFR Part 13"), which can be referenced at <http://www.calema.ca.gov/GrantsMonitoring/Documents/CFR%20Regs/44CFRPart13.pdf>.
8. The terms and conditions of the Agreement not specified herein, remain unmodified.

AMENDMENTS TO THE AGREEMENT

NOW, THEREFORE, the COUNTY and PARTIES, though their authorized representatives below, agree as follows:

1. The title of the Agreement is amended to read as follows:

AGREEMENT FOR OPERATION STONEGARDEN

2. The opening paragraph of the Agreement is amended to read as follows:

"This Agreement is between 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 COUNTY

OF ORANGE ("OC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND GAME ("DFG"), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES ("DMV"), the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), the SAN DIEGO STATE UNIVERSITY ("SDSU"), the COUNTY OF LOS ANGELES ("LAC"), and the CALIFORNIA DEPARTMENT OF CORRECTIONS, OFFICE OF CORRECTIONAL SAFETY ("CDC"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

3. The second paragraph, "Party Departments Or Agencies Participating In The Agreement" is amended as follows:

After the sentence beginning, "For the OC..." add the following:

"For the college, participating agency is its respective police department."

"For the LAC, participating agency is the Sheriff's Department."

The sentence, "SDUPD, CHP..." is amended as follows:

"SDUPD, CHP, DFG, DMV, DPR, and CDC do not have subordinate agencies or department participants."

4. Section "**I. PURPOSE AND INTENT**" is amended to read as follows:

The phrase "under the FY 2010 Operation Stonegarden Grant" is amended to read, "under the Operation Stonegarden Grant".

5. Section "**III. TERM OF AGREEMENT**" is amended as set forth below:

Paragraph "**A. Initial Term**", is amended to read as follows:

"The term of this Agreement shall not exceed five years, terminating no later than September 30, 2015, subject to sufficient funding"

Paragraph "**B. Option to Extend**" is deleted.

6. Section "**IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**" is amended as set forth below:

Paragraph "**A. Anticipated Outcome**" is amended to read as follows:

"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 2011 OPSG Operations Order, to this Agreement."

7. Section "**V. COST OF SERVICES/CONSIDERATION**" is amended as set forth below:

Paragraph "**A. General**" is amended to add the following two paragraphs:

"PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D – Guide, Part II. A. Funding Guidelines, Law Enforcement Terrorism Prevention-Oriented Allowable Costs (SHSP, UASI), 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 – Guide, Part II. A. Funding Guidelines, Operation Stonegarden (OPSG), OPSG Unallowable Costs."

"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."

Paragraph "**B. Personnel Costs/Rate of Compensation**" is re-titled to "**B. Project Costs/Compensation**" and the existing text is deleted and new text inserted as follows:

"Beginning with FY 2010 and continuing during the term of this Agreement, 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."

Paragraph "**C. Method of Payment**" subparagraph C.1 is amended as follows:

The phrase "no later than the final business day of the subsequent month" is amended to read, "within 90 days from the date expenditure was incurred."

Paragraph "**C. Method of Payment**" is also amended to add subparagraph C.3 and new text inserted as follows:

"PARTIES who do not comply with section V.C.1 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."

8. A new Section VI is inserted and the existing Sections VI and VII are moved down to become Sections VII and VIII respectively, as described in paragraphs 9, 10, and 11 below.

9. The new section "**VI. PROGRAM/FINANCIAL ADMINISTRATION**" shall read as follows:

"PARTIES shall use Exhibit D – Guide for the applicable grant year developed by the DHS and Exhibit E – 44 CFR Part 13, as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The Guide 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 Cal EMA policy, regulations, and statutes."

10. The new Section "**VII. INDEMNIFICATION RELATED TO WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**" shall include all the text from the previous Section VI of that name.

11. The new Section "**VIII. GENERAL PROVISIONS**" shall include all the text from the previous Section VII of that name, and is further amended as set forth below:

Paragraph "**B. Notices**" is amended to add the following:

Chief of Police
Public Safety / Police Department
Division of Business and Financial Affairs

San Diego State University
5500 Campanile Drive
San Diego, CA 92182-4390

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
1060 N. Eastern Ave.
Los Angeles, CA 90063

Chief –Office of Correctional Safety
California Department of Corrections, Office of Correctional Services
1515 S Street Room 201-North
Sacramento, California 95811-7243

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SHERIFF'S DEPARTMENT**



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Sheriff

**CARLSBAD POLICE
DEPARTMENT**

Gary Morrison
Chief

**CORONADO POLICE
DEPARTMENT**

Lou Scanlon
Chief

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Mack Jenkins
Chief

**CHULA VISTA
POLICE DEPARTMENT**

David Bejarano
Chief

CITY OF EL CAJON

Rob Turner
City Manager (Acting)

San Diego State University
5500 Campanile Drive
San Diego, CA 92182-4390

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
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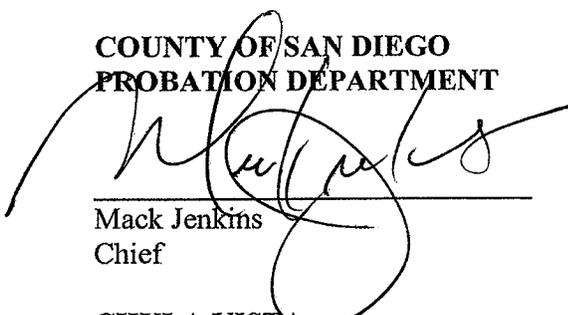
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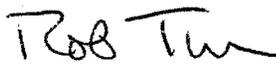
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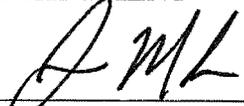
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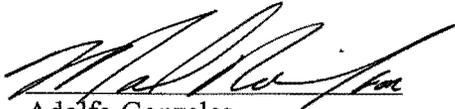
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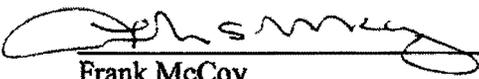
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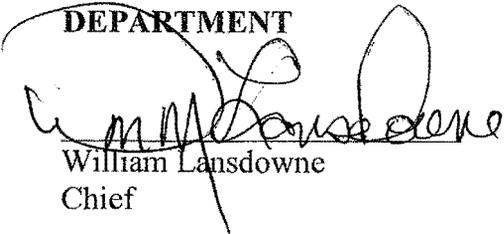
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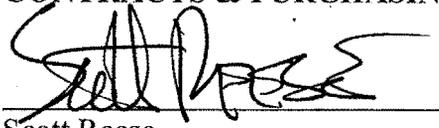
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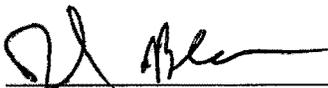
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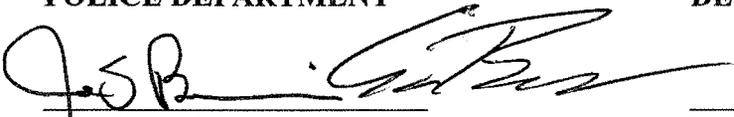
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Scott Burns
AVP Finance

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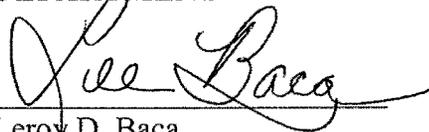
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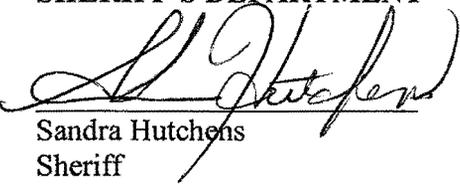
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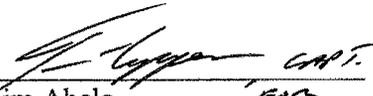
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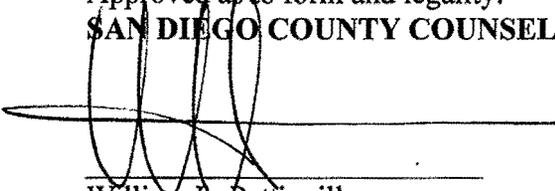


Helen Carriker
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Kathryn Door
Chief, Investigations

Approved as to form and legality:
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William L. Pettingill
Senior Deputy

Approved as to form and legality:
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Nicole A. Sims
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Anthony Chaus
Chief- Office of Correctional Safety

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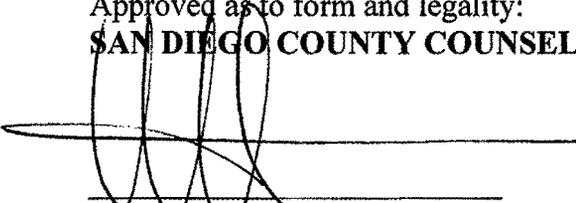
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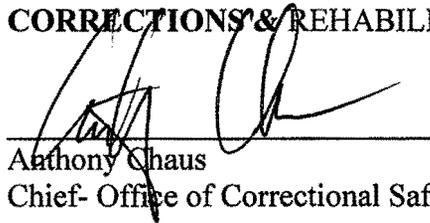


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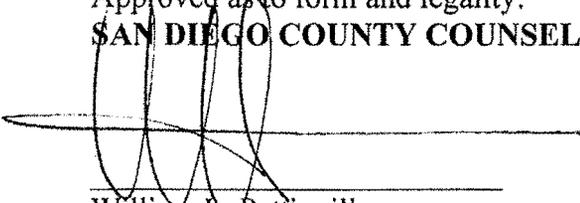
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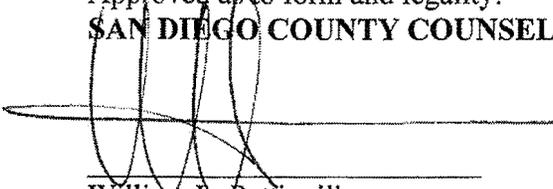
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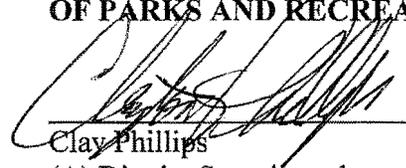
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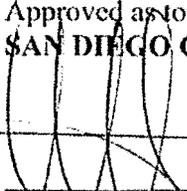
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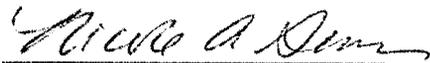
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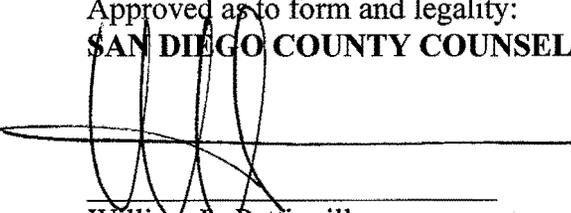
**CALIFORNIA DEPARTMENT
FISH AND GAME**

Helen Carriker
Deputy Director, Administration

**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Kathryn Door
Chief, Investigations

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL



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

Linda L. Peter
Deputy City Attorney

AGREEMENT FOR OPERATION STONEGARDEN

AMENDMENT NO. 2

RECITALS

1. **Original Agreement** – On or about April 11, 2011, the PARTIES to the Agreement listed in Amendment Recital 2, below, entered into the AGREEMENT FOR OPERATION STONEGARDEN (“Agreement”) effective retroactively to October 1, 2010 and with a termination date of April 30, 2013, subject to various provisions of the Agreement.
2. **Parties To The Agreement** -- The Agreement has been, prior to this Amendment 2 between 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 COUNTY OF ORANGE (“OC”), the CALIFORNIA HIGHWAY PATROL (“CHP”), the CALIFORNIA DEPARTMENT OF FISH AND GAME (“DFG”), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (“DMV”), the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (“DPR”), the SAN DIEGO STATE UNIVERSITY (“SDSU”), the COUNTY OF LOS ANGELES (“LAC”), and the CALIFORNIA DEPARTMENT OF CORRECTIONS, OFFICE OF CORRECTIONAL SAFETY (“CDC”), collectively the “PARTIES”, for program support of the Operation Stonegarden Grant (“OPSG”).”
3. **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, participating agencies are their respective police departments. For the college, participating agency is its respective police department. For the OC and LAC, participating agencies are their respective Sheriff’s Department. SDUPD, CHP, DFG, DMV, DPR, and CDC do not have subordinate agencies or department participants.
4. **Authority To Amend The Agreement** – The San Diego County Sheriff is authorized to enter into amendments to the Agreement on behalf of the COUNTY pursuant to the San Diego County Board of Supervisor's actions on the 11/9/ 2010 (2), 11/8/ 2011 (4), and 12/4/ 2012 (1). The persons signing this Amendment (No. 2) on behalf of the PARTIES represent that they have the authority to do so.
5. **Previous Amendment** – Amendment No. 1 was entered into by the Parties effective October 1, 2011.

THEREFORE, the PARTIES agree to the following:

AMENDMENTS TO THE AGREEMENT

- A. The Agreement's "PARTIES TO THE AGREEMENT" is amended and restated to read as follows:**

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 COUNTY OF ORANGE ("OC"), the COUNTY OF LOS ANGELES ("LAC"), 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, OFFICE OF CORRECTIONAL SAFETY ("CDC"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

- B. The Agreement's "Party Departments Or Agencies Participating In The Agreement" is amended and restated to read as follows:**

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

- C. The Agreement's "RECITALS" are amended to add the following:**

9. On November 6, 2012, COUNTY through SHERIFF was notified of an award of funding from the California Emergency Management Agency (Cal EMA) under the FY 2012 Operation Stonegarden (OPSG) grant program for the project period beginning September 1, 2012 through June 30, 2014 in the amount of \$5,250,665.
10. On December 4, 2012, the San Diego County Board of Supervisors, in approving Agenda Item No.4, approved and authorized the San Diego County Sheriff to:
 - (a) accept and administer grant funds totaling \$5,250,665 for the project period September 1, 2012 through June 30, 2014, and
 - (b) execute an amendment to the current memorandum of agreement for the FY 2012 OPSG grant.

11. The COUNTY OF VENTURA ("VC"), the COUNTY OF SANTA BARBARA ("SBC"), and the COUNTY OF SAN LUIS OBISPO ("SLOC") desire to enter into an agreement with provisions concerning the nature and extent of OPSG grant collaboration, services to be rendered, and compensation to be paid.
12. PARTIES agree to each of the following Exhibits:
 - (a) Exhibit A – FY 2012 Budget Worksheet
 - (b) Exhibit B – FY 2012 Grant Assurances as set forth by the Cal EMA
 - (c) Exhibit C – FY 2012 OPSG Operations Order, attached to this Amendment No. 2
 - (d) Exhibit D – FY 2012 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>
 - (e) Exhibit E – 44 CFR Part 13— Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments ("44 CFR Part 13"), which can be referenced at [http://www.calema.ca.gov/GrantsMonitoring/Documents/CFR%20Regs/44CFRP art13.pdf](http://www.calema.ca.gov/GrantsMonitoring/Documents/CFR%20Regs/44CFRP%20art13.pdf).

D. Section "IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES" is amended as set forth below:

Paragraph "**A. Anticipated Outcome**" is amended to read as follows:

"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."

Paragraph "**B. Personnel Qualifications and Assignment, 5. Equipment and Supplies**" is amended to read as follows:

"COUNTY through SHERFF 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.

- E. Section "VIII. GENERAL PROVISIONS" shall include all the text from the previous Section VII of that name, and is further amended as set forth below:**

Paragraph "**B. Notices**" is amended to add the following:

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

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

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

- F. Except as otherwise provided by this AMENDMENT NO. 2, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.**

EXECUTION

This AMENDMENT NO. 2 may be signed 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.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT NO. 2 to the original Agreement, such AMENDMENT NO. 2 being effective October 1, 2012, unless otherwise specified.

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


William D. Gore
Sheriff

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Mack Jenkins
Chief

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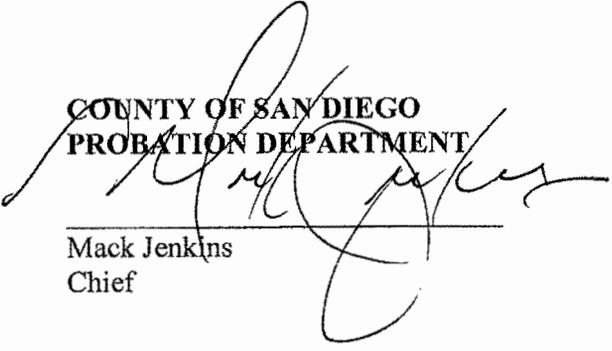
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Sheriff

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**



Mack Jenkins
Chief

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DEPARTMENT**



Gary Morrison
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Lou Scanlon
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Cory Moles
Acting Chief

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Director (Interim)

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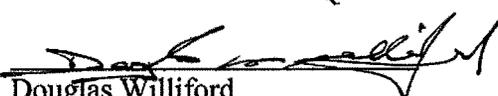
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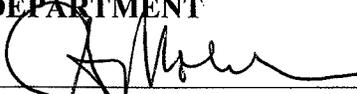
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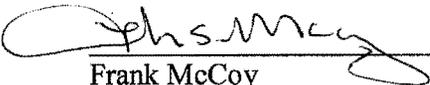
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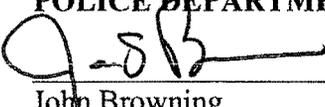
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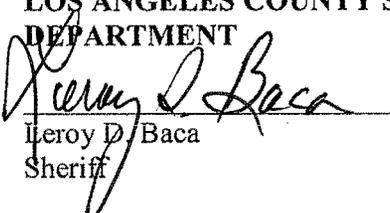
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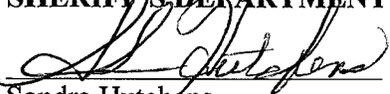
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Sandra Hutchens
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**

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Chief, Border Division

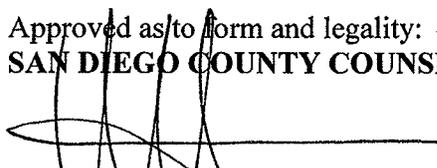
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SHERIFF'S OFFICE**

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Sheriff

**VENTURA COUNTY SHERIFF'S
OFFICE**

Geoff Dean
Sheriff

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Helen Carriker
Deputy Director, Administration

**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Kathryn Door
Chief, Investigations

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

Linda L. Peter
Deputy City Attorney

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Sandra Hutchens
Sheriff

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Sheriff-Coroner

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Jim Abele
Chief, Border Division

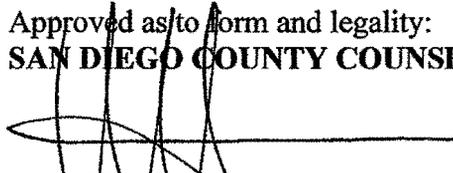
**CALIFORNIA DEPARTMENT OF
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Anthony Chaus
Chief- Office of Correctional Safety

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Clay Phillips
(A) District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL



William L. Pettingill
Senior Deputy

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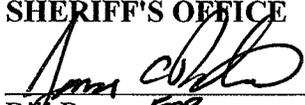
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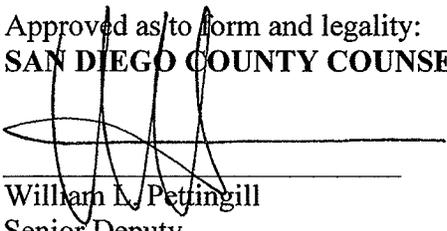
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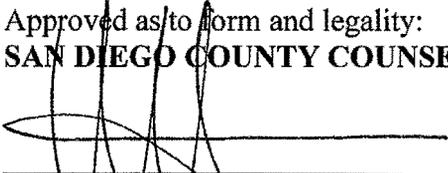
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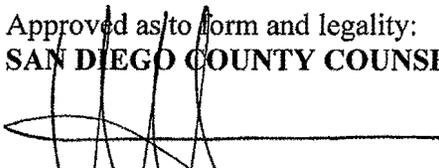
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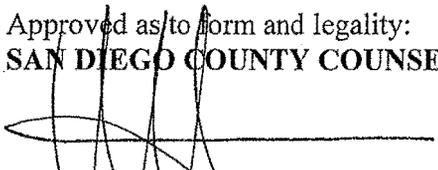
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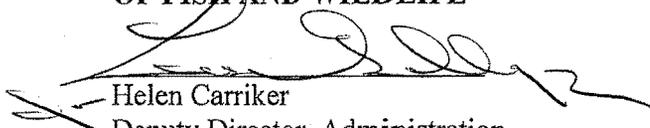
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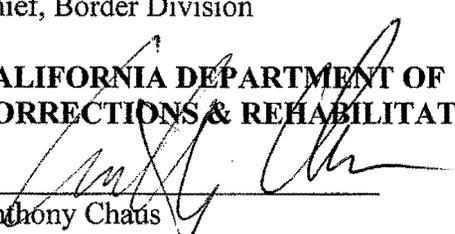
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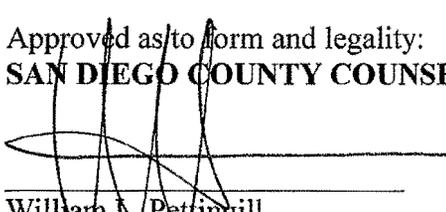


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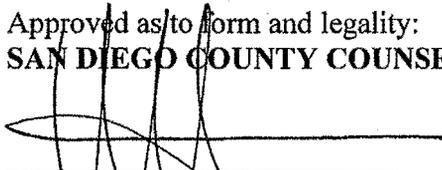
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~~Kathryn Door~~ Frank Alvarez
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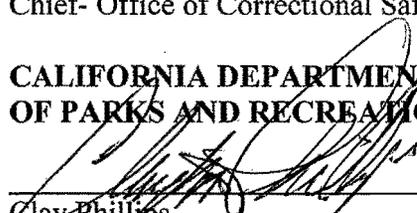
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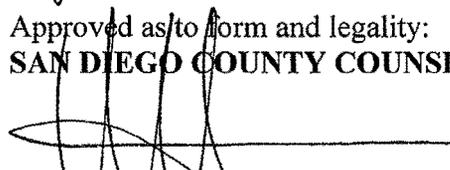
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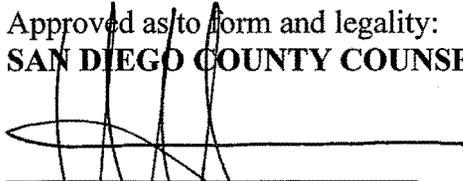
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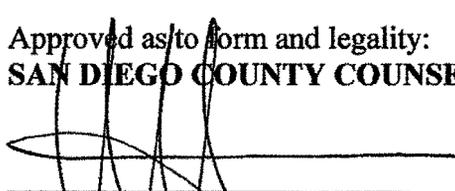
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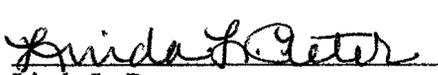
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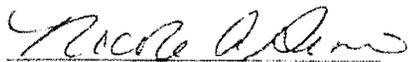
Kathryn Door
Chief, Investigations

Approved as to form and legality:
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CITY OF SAN DIEGO**



Linda L. Peter
Deputy City Attorney

Approved as to form and legality:
ORANGE COUNTY COUNSEL



Nicole A. Sims
Senior Deputy

**AGREEMENT FOR
OPERATION STONEGARDEN GRANT**

AMENDMENT NO. 3

WHEREAS, the PARTIES have executed an Agreement Among the County of San Diego, and Law Enforcement Agencies, for program support of the Operation Stonegarden Grant ("OPSG"); and

WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 4 dated November 8, 2011, and Minute Order No.4 dated December 4, 2012 approved and authorized the SHERIFF to re-allocate FY 2011 and FY 2012 OPSG grant funding between OPSG agencies, including any annual extensions, amendments, and/or revisions thereof that do not materially impact or alter the services or funding level; and

WHEREAS, City of Chula Vista's allocation will be increased by \$195,000, from \$384,029 to \$579,029;

WHEREAS, City of National City's allocation will be increased by \$85,163, from \$90,203 to \$175,366;

WHEREAS, Los Angeles County's allocation will be increased by \$200,180, from \$661,217 to \$861,397;

WHEREAS, Santa Barbara County's allocation will be increased by \$15,000, from \$50,000 to \$65,000;

WHEREAS, San Luis Obispo County's allocation will be increased by \$30,000, from \$50,000 to \$80,000;

WHEREAS, Department of Parks and Recreation's allocation will be increased by \$50,000, from \$45,000 to \$95,000;

WHEREAS, the term of the AGREEMENT, shall be indefinite subject to sufficient funding;

NOW, THEREFORE, the COUNTY through the SHERIFF and the CITIES OF CHULA VISTA and NATIONAL CITY; COUNTIES OF LOS ANGELES, SANTA BARBARA and SAN LUIS OBISPO; and CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, 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 IV. A.

The terms and conditions of the AGREEMENT not specified herein, remain unmodified.

This AMENDMENT NO. 3 may be signed 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.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT NO. 3 to the original AGREEMENT, such AMENDMENT NO. 3 being effective July 1, 2013.

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

William D. Gore
Sheriff

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

~~Leroy D. Baca~~ **John L. Scott**
~~Sheriff~~ **Sheriff**

**SANTA BARBARA COUNTY
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Bill Brown
Sheriff-Coroner

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Clayton Phillips
District Superintendent

Approved as to form and legality:
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William L. Pettingill
Senior Deputy

**CHULA VISTA POLICE
DEPARTMENT**

David Bejarano
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

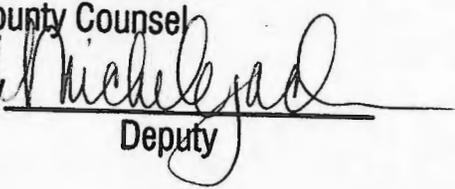
Manuel Rodriguez
Chief

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

Ian Parkinson
Sheriff

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 
Deputy

1/22/14