

**AGREEMENT FOR THE
FISCAL YEAR 2018
OPERATION STONEGARDEN (OPSG) GRANT**

1. 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 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 UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), the COUNTY OF LOS ANGELES ("LAC"), the COUNTY OF MONTEREY ("MC"), the COUNTY OF ORANGE ("OC"), the COUNTY OF SAN LUIS OBISPO ("SLOC"), the COUNTY OF SAN MATEO ("SMC"), the COUNTY OF SANTA BARBARA ("SBC"), the COUNTY OF VENTURA ("VC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG").

1.1 Party Departments Or Agencies Participating In The Agreement

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

2. RECITALS

2.1 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 (Cal OES), under the Fiscal Year (FY) 2018 Operation Stonegarden Grant (OPSG) Program.

2.2 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.

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

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

2.5 COUNTY, by action of the Board of Supervisors Minute Order No. 2 on January 8, 2019, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2018 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 Operations not to exceed the amounts described in Exhibit A – FY 2018 Budget Worksheet, during the project period September 1, 2018 through May 31, 2021.

2.6 PARTIES shall maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdiction's authorized procurement methods and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements regarding an organization-wide financial and compliance audit reports if \$750,000 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. For accounting purposes, the following is a description of OPSG funds:

- (a) Federal Grantor Agency: U. S. Department of Homeland Security
- (b) Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
- (c) Program Title: Homeland Security Grant Program (HSGP)
- (d) Grant Identification Number: 2018-0054
- (e) Federal CFDA Number: 97.067

2.7 PARTIES agree to each of the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2018 Budget Worksheet
- (b) Exhibit B – FY 2018 Grant Assurances
- (c) Exhibit C – FY 2018 OPSG Operations Order
- (d) Exhibit D - FY 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), which can be referenced at https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf
- (e) Exhibit E - FY 2018 Homeland Security Grant Program (HSGP) California Supplement to the Federal Notice of Funding Opportunity ("Grant Guidance"), which can be referenced at <https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202018%20HSGP%20State%20Guidance.pdf>
- (f) Exhibit F – Title 2 of the Code of Federal Regulations Part 200, which can be referenced at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the DHS passed through the Cal OES, under the FY 2018 Operation Stonegarden Grant.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF will maintain the OPSG grant, oversee the funding allocation of the PARTIES, 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 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

4.2 Overview of Basic Services

PARTIES will provide OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated 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. PARTIES will enforce local and state laws, and will not enforce or aid in the enforcement of immigration laws on behalf of Customs and Border Protection/Border Patrol.

5. TERM OF AGREEMENT

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2018, and shall continue in effect through and terminate at midnight on May 31, 2021; subject to the termination provision in section 5.3.

5.2 Option to Extend

Renewal or extension of the Agreement beyond May 31, 2021, shall be subject to remaining grant funds and to a time extension approved by Cal OES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

5.3 Termination

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

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Debarment and Suspension

PARTIES shall ensure and certify that they are not presently debarred and suspended from receiving Federal grant funds as required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Debarment and Suspension. PARTIES found to be non-compliant will not be eligible for cost reimbursement.

6.2 Anticipated Outcome

The anticipated outcome of OPSG Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated 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 2018 OPSG Operations Order, attached hereto.

6.2.1 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.

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

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

6.2.3 Prior to OPSG Operations, PARTIES' Designated Coordinator, as outlined in section 6.3.3, shall 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 U. S. Border Patrol sworn grant representatives. The role of the IPT is 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.

6.2.4 At the conclusion of each Operation funded by OPSG, state/local law enforcement officers in each PARTY will complete a Daily Activity Report (DAR). The DAR will be submitted in Excel format via email to Customs and Border Protection Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov and SHERIFF at: stonegarden@sdsheriff.org within forty eight (48) hours following the date of the operation.

6.2.5 At the conclusion of each 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 within forty eight (48) hours following the date of the operation.

6.2.6 PARTIES 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).

6.3 Personnel Qualifications and Assignment

6.3.1 Qualifications

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

6.3.2 Management, Direction and Supervision; Independent Contractors

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

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

6.3.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct the OPSG Operations. 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.

6.3.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG Operations 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.

6.3.5 Equipment and Supplies

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

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

6.3.5.2 PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be prominently

labeled per federal guidelines as follows: "*Purchased with funds provided by the U. S. Department of Homeland Security*".

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform OPSG Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY 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 (Cal OES).

7.1.2 PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D – FY 2018 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for Operations operating expenses, and equipment as detailed in Exhibit A – FY 2018 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit D – FY 2018 HSGP NOFO.

7.1.3 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. COUNTY shall make any necessary adjustments to PARTY claims to correct for previous overpayment and disallowances or underpayments.

7.2 Project Costs/Rate of Compensation

COUNTY shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Operations 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 Operations, purchase and maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs are included in the approved Operations Order.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, corresponding Daily Activity Reports, equipment invoices, and purchase orders that represent amounts to be reimbursed under this Agreement within sixty (60) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

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

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

7.3.2 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(s) overtime worked, and fringe benefit rate and cost.

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

7.3.3 Noncompetitive (or Sole Source) Procurements of equipment exceeding the simplified acquisition threshold (which is established by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 and is currently set at \$250,000) will require prior written approval from Cal OES. PARTIES must provide a copy of their respective Purchasing Agent's approval of this procurement method to the SHERIFF prior to purchasing the equipment.

7.3.4 PARTIES must obtain a performance bond from vendors if PARTIES procure the item(s) in question and pay the money up front. The performance bond ensures delivery of the item within ninety (90) days of the performance period. This is required for any equipment items over \$250,000 or any vehicle, aircraft, or watercraft financed with OPSG dollars. PARTIES must provide a copy of the performance bond to the SHERIFF no later than the time of reimbursement.

7.3.5 Within ninety (90) business days upon receipt of valid invoice and complete documentation as specified in sections 7.3.1, 7.3.2, 7.3.3, and 7.3.4, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.6 Each PARTY is responsible for tracking their agency's claims to ensure their total claims do not exceed their agency's allocation in Exhibit A – FY 2018 Budget Worksheet.

7.4 Reimbursement Disallowances

PARTIES not in compliance with procedures set forth in section 7.3 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within sixty (60) days will be notified in writing by SHERIFF that the claim(s) is/are past due and funds allocated to the PARTY for that time period shall be redistributed among other PARTIES.

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use Exhibit D – FY 2018 HSGP NOFO, Exhibit E – FY 2018 HSGP CA Supplement to the NOFO, and Exhibit F - Title 2 of the Code of Federal Regulations Part

200 (2 CFR Part 200), as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The policies and regulations set forth in the HSGP NOFO, Grant Guidance, and 2 CFR Part 200 shall be adhered to, in conjunction with updates issued by the Office of Management and Budget, Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

8.1.1 Contract Provisions

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR §200.326 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts that are found to be in non-compliance will be denied.

8.1.2 Noncompetitive Procurements

PARTIES must request and receive prior approval from Cal OES, through SHERIFF, for any noncompetitive or sole source procurement of goods or services per 2 CFR §200.320.

8.2 Repayment of Reimbursements

Any PARTY later found out of compliance with policies and regulations set forth in section 8, PROGRAM/FINANCIAL ADMINISTRATION, shall retroactively repay to SHERIFF within ninety (90) days of notification, that portion of the reimbursement found out of compliance and paid to PARTY during the term of this Agreement set forth in section 5, TERM OF AGREEMENT. This provision shall survive termination or expiration of this Agreement.

9. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT

9.1 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.

9.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other

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

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

10. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

10.1 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.

10.2 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 10.4 below.

10.3 Joint Defense

Notwithstanding paragraph 10.2 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 10.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

10.4 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.

11. GENERAL PROVISIONS

11.1 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 92193-9062

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

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

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

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

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

Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

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

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

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

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

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

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

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

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

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

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

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

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.

11.2 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.

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11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 Cooperation

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

11.8 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.

11.9 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.

11.10 Representation

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

11.11 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 PARTY's Chief and/or Sheriff, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

11.12 Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide OPSG Operations 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 Operations through alternate means.

11.13 Obligation

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

11.14 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 _____, 2019, but intend and agree that this Agreement shall be effective as of the start date of the 2018 OPSG performance period, September 1, 2018.

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

William D. Gore
Sheriff

Approved as to form and legality:
**THOMAS MONTGOMERY
OFFICE OF THE COUNTY COUNSEL
COUNTY OF SAN DIEGO**

Mark Day
Senior Deputy

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**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Adolfo Gonzales
Chief

**CARLSBAD POLICE
DEPARTMENT**

Neil Gallucci
Chief

**CHULA VISTA POLICE
DEPARTMENT**

Roxana Kennedy
Chief

**CORONADO POLICE
DEPARTMENT**

Charles Kaye
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Craig Carter
Chief

**LA MESA POLICE
DEPARTMENT**

Walt Vasquez
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Jose Tellez
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

**SAN DIEGO POLICE
DEPARTMENT**

David Nisleit
Chief

CITY OF SAN DIEGO

Kris Michell
Chief Operating Officer

Approved as to form:
MARA W. ELLIOTT
OFFICE OF THE CITY ATTORNEY
CITY OF SAN DIEGO

By Deputy City Attorney

SAN DIEGO HARBOR POLICE
DEPARTMENT

Mark Stainbrook
Vice President of Public Safety/
Harbor Police Chief

UNIVERSITY OF CALIFORNIA -
SAN DIEGO POLICE DEPARTMENT

David S. Rose
Chief

MONTEREY COUNTY
SHERIFF'S OFFICE

Steve Bernal
Sheriff-Coroner

LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT

Alex Villanueva
Sheriff

Approved as to form:
MARY WICKHAM
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

ORANGE COUNTY
SHERIFF'S DEPARTMENT

Don Barnes
Sheriff-Coroner

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

Nicole A. Sims
Supervising Deputy

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Ian Parkinson
Sheriff

Ian Parkinson
Sheriff

Carlos G. Bolanos
Sheriff

Carlos G. Bolanos
Sheriff

Bill Brown
Sheriff-Coroner

Bill Brown
Sheriff-Coroner

William Ayub
Sheriff

William Ayub
Sheriff

Omar Watson
Chief, Border Division

Omar Watson
Chief, Border Division

Kimberly Weinstein
Acting District Superintendent

Kimberly Weinstein
Acting District Superintendent