

STAFF REPORT*CITY OF OCEANSIDE*

DATE: April 20, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE CITY'S PARTICIPATION IN THE NORTH COUNTY REGIONAL GANG ENFORCEMENT COLLABORATIVE**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council approve an agreement with the County of San Diego for the City's participation in the North County Regional Gang Enforcement Collaborative, administered by the San Diego County Sheriff's Department (SDSD) and supported by grant funds from the U.S. Department of Justice, Office of Justice Programs awarded to the SDSD, which will reimburse the City in an amount up to \$19,779 for overtime and benefits for officers and sergeants involved in gang-suppression activities; and authorize the Police Chief to execute the agreement.

BACKGROUND

San Diego County is strongly impacted by gangs that serve as distribution and enforcement arms of international drug cartels, as well as those that are involved in the trafficking of weapons and humans. San Diego has the largest port of entry from Mexico, where cross border cooperation among gangs is routine. From San Diego, illegal contraband is distributed nationally. Recent directed patrols along the San Diego Border Area identified gang members from various localities in Southern California.

One of the greatest challenges faced by law enforcement is the movement of gang members from one neighborhood to the next, due in large part to gang injunctions. Gang members now live in neighboring communities and cities, although they still "claim" their old neighborhood, and commit crimes in both neighborhoods and any neighborhood in between.

In 2007, the North County Gang Enforcement Collaborative (NCGEC) was established to enhance suppression activities and improve communication and information sharing among and between the North County law enforcement agencies and its state and federal partners. The suppression operations were successful, but more importantly the collaboration helped build relationships and improved the region's capacity to quickly obtain and disseminate information to the appropriate person.

ANALYSIS

In 2010, the County of San Diego Sheriff’s Department received an award from the U.S. Department of Justice, Office of Justice Programs under the FY 2010 Congressionally Selected Awards program to implement and replicate the North County Regional Gang Enforcement Collaborative (SDCRGEC). The goal of the SDCRGEC is to demonstrate that the increased cooperation and communication among street-level officers from the numerous different law enforcement jurisdictions can successfully interrupt these gang activities, and that the program can be replicated in other jurisdictions.

The County of San Diego Sheriff’s Department will be the lead agency and fiscal agent for this program. The Sheriff’s Department will be administratively responsible for the coordination of planning and information sharing meetings and monthly suppression operations under the agreement. Each month, partnering law enforcement agencies will provide cooperative support of suppression actions in one city; the host agency will set the parameters and operations in their city and will be responsible for the briefing and supervision of the operations. Each city will receive a minimum of one operation over the twelve month period; additional operations will be conducted as the need arises.

FISCAL IMPACT

The Police Department will use the funds for overtime and benefits for police officers and sergeants.

<u>Expenditure</u>	<u>Amount</u>	<u>Business Unit</u>	<u>Object Code</u>
Overtime for Suppression Operations	\$19,495	922120300274	5120
Fringe Benefits - Overtime	\$284	922120300274	5205.0002

The San Diego County Sheriff’s Department (SDSD) will reimburse the City of Oceanside for approved expenses during the previous month. The City of Oceanside Finance Services set up business unit 922120300274 to track expenditures under this agreement. Reimbursement will be deposited into account 922120300274.4382. There is no requirement for matching funds from the City of Oceanside.

If there is a negative cash balance at fiscal year-end due to a pending reimbursement from the grantor, the business unit will receive a temporary advance from the general fund that is not to exceed 60 days.

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission reviewed this matter at its regular monthly meeting on March 17, 2011, and recommended City Council approval of Staff recommendations.

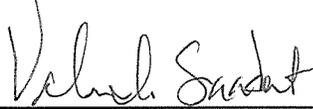
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

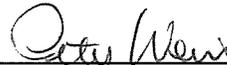
Staff and the Police and Fire Commission recommend that the City Council approve an agreement with the County of San Diego for the City's participation in the North County Regional Gang Enforcement Collaborative, administered by the San Diego County Sheriff's Department (SDSD) and supported by grant funds from the U.S. Department of Justice, Office of Justice Programs awarded to the SDSD, which will reimburse the City in an amount up to \$19,779 for overtime and benefits for officers and sergeants involved in gang-suppression activities; and authorize the Police Chief to execute the agreement.

PREPARED BY:



Valencia Saadat
Police Lieutenant

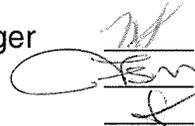
SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank McCoy, Chief of Police
Teri Ferro, Financial Services Director



ATTACHMENTS

Attachment A – Agreement

**AGREEMENT FOR THE
SAN DIEGO COUNTY REGIONAL
GANG ENFORCEMENT COLLABORATIVE**

PARTIES TO THE AGREEMENT

This Agreement is among the COUNTY OF SAN DIEGO (“COUNTY”), the CITY OF EL CAJON, CITY OF ESCONDIDO, CITY OF LA MESA, and the CITY OF OCEANSIDE, (collectively the “CITIES”), and the SAN DIEGO ASSOCIATION OF GOVERNMENTS (“SANDAG”), (the COUNTY, the CITIES, and SANDAG, each a “PARTY”, and collectively the “PARTIES”) for program support of the San Diego County Regional Gang Enforcement Collaborative (“SDCRGEC”).

Party Departments Or Agencies Participating In The Agreement

For the COUNTY, participating agencies are Health and Human Services, Child Welfare Services, District Attorney’s Office, Probation Department, and the Sheriff’s Department (“SHERIFF”).

For the CITIES, participating agencies are their respective police departments.

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

RECITALS

WHEREAS, COUNTY through SHERIFF received funds from the U. S. Department of Justice, Office of Justice Programs (“USDOJ OJP”), under the FY 2010 Congressionally Selected Awards Program; and

WHEREAS, funds shall be used to: 1) implement and replicate the North County Gang Enforcement Collaborative, focused on cooperation and communication among street-level officers from numerous different law enforcement jurisdictions, in the San Diego East County

region including the cities of El Cajon, La Mesa, Santee, and Lemon Grove, and the unincorporated communities of Lakeside and Spring Valley; which will serve as replication sites, and to further reduce violent crime in the North and East County regions of San Diego, with an emphasis on gang-related crime; and

WHEREAS, Government Code §55632 authorizes COUNTY and the CITIES 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 SDCRGEC collaboration, services rendered, and compensation;

WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 1 dated December 7, 2010, approved and authorized the Sheriff to execute expenditure contracts for the SDCRGEC to reimburse SANDAG for evaluation services not to exceed \$44,445 and to reimburse overtime expenses incurred collectively by CITIES not to exceed \$80,838, and COUNTY not to exceed \$83,823; for the project period October 1, 2010 through September 30, 2011;

NOW THEREFORE, for valuable 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 SDCRGEC services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the SDCRGEC proposal submitted to and awarded by the USDOJ OJP under the FY 2010 Congressionally Selected Awards Program.

II. SCOPE OF SERVICES

A. Method of Service Delivery

SHERIFF will maintain the SDCRGEC and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF'S SDCRGEC will be staffed as described in section IV. - Standards of Service: Obligations of the Parties.

B. Overview Of Basic Services

PARTIES will provide SDCRGEC activities ("Activities") within the north and east county regions of San Diego County. The Activities will consist of personnel from PARTIES performing the following SDCRGEC functions during and after normal business hours: monthly suppression operations (PARTIES); monthly meetings (PARTIES); assist in standardizing a system for data collection and information sharing within and among agencies (PARTIES); extrapolate data to ascertain if open cases/wanted targets exist in the target area (Child Welfare Services); identify probationers and parolees in the area (Probation - in collaboration with SHERIFF and CITIES); prosecute individuals arrested during suppression operations and conduct vertical prosecution of individuals named in various gang injunctions (District Attorney's Office – in collaboration with SHERIFF and CITIES); conduct the evaluation of the SDCRGEC and assist in the design of data collection and analysis for each agency to determine the target areas for suppression operations (SANDAG); and, as further described for the PARTIES in Exhibit A – Program Narrative.

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 September 30, 2011; subject to the termination provision in section III. B. and III. C. below.

B. Option to Extend

Renewal or extension of the Agreement beyond September 30, 2011 shall be subject to remaining grant funds and to a time extension approved by USDOJ OJP.

C. Termination

Subject to the applicable provisions of state law, any party may terminate its participation in this Agreement upon ninety (90) days' minimum written notice to the other parties.

IV. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES

A. Anticipated Outcome

The anticipated outcome of the SDCRGEC Activities to be provided by PARTIES under this Agreement is to implement and replicate the North County Gang Enforcement Collaborative, focused on cooperation and communication among street-level officers from numerous different law enforcement jurisdictions, in the San Diego East County region including the cities of El Cajon, La Mesa, Santee, and Lemon Grove, and the unincorporated communities of Lakeside and Spring Valley; which will serve as replication sites. The anticipated outcome will be reached by achieving the goal and accomplishing the objectives set forth in Exhibit A – Program Narrative: Program Goals, Objectives, and Performance Measures.

B. Personnel Qualifications And Assignment

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

PARTIES shall provide SDCRGEC with qualified personnel to meet performance standards and scope of service defined herein.

1. Sheriff's Discretion

The management, direction, and supervision of SHERIFF SDCRGEC 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 SDCRGEC by this Agreement. 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 SDCRGEC 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 SDCRGEC 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 performance of this Agreement.

3. Designated Coordinators

SHERIFF shall select and designate a coordinator who shall manage and direct the SDCRGEC. 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 perform SDCRGEC Activities at all times during the term of this Agreement in order to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

5. Pre-Authorization of Overtime

Designated coordinators for non-County PARTIES shall contact SHERIFF designated coordinator for authorization to work overtime prior to the scheduled SDCRGEC Activity detail. COUNTY and SHERIFF shall not

reimburse any overtime worked by non-County PARTY personnel that is not approved in advance.

6. Equipment and Supplies

COUNTY through SHERIFF will provide SHERIFF SDCRGEC personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform SDCRGEC Activities. Non-County PARTIES will provide their respective SDCRGEC personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform SDCRGEC Activities.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by non-County PARTIES of SDCRGEC Activities set forth in this Agreement, COUNTY through SHERIFF shall pay to non-County PARTIES, the personnel costs for personnel assigned to perform SDCRGEC 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 USDOJ OJP.

B. Personnel Costs/Rate of Compensation

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

C. Method of Payment

1. Non-County PARTIES, with the exception of SANDAG, shall fax an itemized invoice, timesheets, and any other related supporting documentation that represents amounts due under this Agreement to SHERIFF no later than 5:00 p.m. thirty (30) business days following the end of each month of the contract year, and no later than 5:00 p.m. thirty (30) business days of each succeeding month during the term of this Agreement. SANDAG shall provide an itemized invoice, timesheets, and any other related supporting documentation on a quarterly basis.
 - a. Invoice, timesheets, and other related supporting documentation must have the signature of each non-County PARTY's designated coordinator or his or her designee, certifying that the invoice, timesheets, and related documentation are true and correct.
2. Non-County PARTIES shall mail original documents in section V.C.1. no later than 5:00 p.m. of the thirty-first (31st) business day following the end of each month of the contract year, and no later than 5:00 p.m. of the thirty-first (31st) business day of each succeeding month during the term of this Agreement to:
San Diego County Sheriff's Department, Grants Unit, Ref: SDCRGEC, P. O. Box 939062, San Diego, CA 92193.
3. Within thirty (30) business days upon receipt of valid invoice from a non-County PARTY, SHERIFF will pay the non-County PARTY for the Basic Services agreed to.

4. Non-County PARTIES shall maintain 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, and regular and overtime hours worked. Non-County 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.

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 elected and appointed officials, 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 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. Non-County PARTIES shall fully indemnify and hold harmless the COUNTY, its elected and appointed officials, 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 the respective PARTY or any contract labor provider retained by the 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 the PARTY or any contract labor provider retained by the PARTY.

B. Indemnification Related To Acts Or Omissions; Negligence

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 elected and appointed officials, officers, agents, 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 their defense.

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 4 below.

3. Joint Defense

Notwithstanding paragraph 2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

4. Reimbursement and/or Reallocation

Where a trial verdict, arbitration award, or settlement agreement approved by the PARTIES, 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.

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; 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 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 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 SDCRGEC Activities, nor does COUNTY have the right to hire or fire 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 SDCRGEC Activities, nor do

non-County PARTIES have the right to hire or fire 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 an agent 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 Dept.
P. O. Box 939062
San Diego, CA 92193

Director
HHS – Child Welfare Services
1700 Pacific Highway, Rm. 207
San Diego, CA 92101

District Attorney
San Diego County District Attorney
330 W. Broadway
San Diego, CA 92101

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

To Non-County PARTIES:

City Manager
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

Chief of Police
Escondido Police Dept.
700 West Grand
Escondido, CA 92025

Chief of Police
La Mesa Police Dept.
8085 University Avenue
La Mesa, CA 91942

Chief of Police
Oceanside Police Dept.
3855 Mission Avenue
Oceanside, CA 92054

Director of Criminal Justice Research Department
SANDAG
401 B Street, Ste. 800
San Diego, CA 92101-4231

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 all parties, and no oral understanding or agreement shall be binding on the 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 any other 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 USDOJ OJP 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

Non-County PARTY's Director or Chief of Police, or their respective designee, shall represent non-County 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 non-County PARTY's Director or Chief of Police, or their respective designees, 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 SDCRGEC Activities is terminated by the USDOJ OJP, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and non-County PARTIES shall no longer be required to provide SDCRGEC Activities as described herein. In such event, the parties shall meet immediately, and if agreed upon by the parties, mutually develop and implement within a reasonable time frame, a transition plan for the provision of SDCRGEC 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

**COUNTY OF SAN DIEGO
DISTRICT ATTORNEY'S OFFICE**

Bonnie M. Dumanis
District Attorney

EL CAJON POLICE DEPT.

Pat Sprecco
Chief of Police

LA MESA POLICE DEPT.

Alan Lanning
Chief of Police

**COUNTY OF SAN DIEGO
HEALTH & HUMAN SERVICES
AGENCY, CHILD WELFARE SERVICES**

Nick Macchione, MS, MPH, FACHE
Director

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Mack Jenkins
Chief Probation Officer

ESCONDIDO POLICE DEPT.

Jim Maher
Chief of Police

OCEANSIDE POLICE DEPT.

Frank McCoy
Chief of Police

SANDAG

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Cynthia Burke
Director of Criminal Justice Research Dept.

William L. Pettingill
Senior Deputy

E X H I B I T A

PROGRAM NARRATIVE

The San Diego County Sheriff's Department (Sheriff's Department) requests \$350,000 in funding to reduce violent crime in the North and East County Regions of San Diego County, with an emphasis on gang-related crime.

Statement of the Problem

Despite variations in defining which groups should be considered gangs and how gang crime is defined, the prevalence of gangs and gang violence in the United States is well-documented. It is also well-documented in the literature that gang members commit a disproportionate amount of crime, especially more serious violent crime. Researchers have also noted that gang members are not necessarily specialists and will engage in a variety of different criminal activities over time and they are more likely to both carry and use firearms

San Diego County is particularly impacted by gangs that serve as distribution and enforcement arms of international drug cartels, as well as those that are involved in the trafficking of weapons and humans. San Diego has the largest port of entry from Mexico, where cross border cooperation among gangs is routine. From San Diego, illegal contraband is distributed nationally. Recent directed patrols along the San Diego Border Area, including Imperial Beach, Chula Vista and the Sheriff's Rural Division, identified gang members from various localities in Southern California. These gang members are likely involved in cross border criminal activities.

The goal of the proposed program is to demonstrate that the implementation and replication of the North County Gang Enforcement Collaborative (NCGEC), focused on cooperation and communication among street-level officers from numerous different law enforcement jurisdictions, can successfully interrupt gang activities. The NCGEC will continue to function in the cities of Oceanside, Vista, San Marcos, and Escondido, and the unincorporated

EXHIBIT A

PROGRAM NARRATIVE

community of Fallbrook. The East County region, including the cities of El Cajon, La Mesa, Santee, Lemon Grove, and the unincorporated communities of Lakeside and Spring Valley, will serve as replication sites. This area lies approximately thirty miles south east of the North County area.

There are a total of 21 gangs, with 1,528 documented members and an estimated 1,330 associates, living and committing crime in the North County region. These gangs are generally established along racial and ethnic lines (Hispanic, Black, and Samoan) although law enforcement is reporting more inter-racial membership in some gangs. An emerging trend in North County is the presence of tag-bangers; tagging crews whose behavior emulates those of a typical street gang and, subculture groups such as the Jugaloos; known for painting their faces. In an effort to address the problem of gangs, four of the North County cities have implemented a total of 11 injunctions against seven of the documented gangs, with 448 members named in the injunctions. Of the 3,884 adults on probation in North County, nearly three percent (109) are in a gang while nine percent (117) of the 1,272 juveniles on probation are in a gang.

There are 16 documented street gangs in East County, with 299 members and 51 associates. In addition, there are an estimated 1,218 gang members from 11 gangs that "claim" territories outside of this area living and/or frequenting the area. Of the 2,659 adults on probation in East County, just over two and a half percent (71) are in a gang while five and a half percent (47) of the 852 juveniles on probation are in a gang. There are currently no gang injunctions in place in East County.

In addition to the street gangs, the East County is home to several Outlaw Motorcycle Gangs (OMG) and an estimated fifty different white supremacist and skinhead groups. Although these groups are not often considered street gangs (OMGs are generally considered to

E X H I B I T A

PROGRAM NARRATIVE

be domestic terrorists while the white supremacists and skinheads are considered “hate” groups), law enforcement personnel working in the region are interested in including them in the CalGangs database (California’s primary gang database) and in the proposed program. With an estimated 372 members or close associates of skinhead or white supremacist groups and 45 OMG members living in the region, and many more OMG members passing through on a regular basis, there is a need to better track these individuals and the crimes they are committing.

One of the greatest challenges faced by law enforcement is the movement of gang members from one neighborhood to the next, due in large part to gang injunctions. Gang members now live in neighboring communities and cities, although they still “claim” their old neighborhood, and commit crimes in both neighborhoods and any neighborhood in between. Law enforcement agencies involved in this proposal estimate that as many as 300 members from up to 31 different outside gangs, reside in their city.

While San Diego County has a successful history of establishing and utilizing task forces, it was not until late 2007 with the formation of the North County Gang Enforcement Collaborative (NCGEC) that street level officers from different law enforcement agencies were encouraged to work together. Unlike task forces that work cases generally targeted toward higher-level offenders, the NCGEC was established to enhance suppression activities and improve communication and information sharing among and between the North County law enforcement agencies and its state and federal partners. The NCGEC went fully operational in January of 2008 and over the course of the year conducted twenty two suppression operations. On average, 28 teams were deployed with 52 officers; 434 arrests were made, 1,323 field interviews were conducted, along with 298 parole and 539 probation searches.

Intelligence is shared during the briefing and debriefing sessions but more importantly,

EXHIBIT A

PROGRAM NARRATIVE

information is shared during the course of an operation since officers are paired with someone from another agency. This collaboration has helped build relationships, debunk misconceptions about other agencies, and improved the region's capacity to quickly obtain and disseminate information to the appropriate person.

The proposed program will support the ongoing effort of the NCGEC and allow for the program to be replicated in the East County of San Diego and then elsewhere in the nation. By continuing the NCGEC, the long term impact of this effort will not only be measurable but will provide additional information regarding the challenges and opportunities of sustained partnerships and will be useful in creating templates for other jurisdictions. The East County test site will provide valuable information about the tools required for replication, as well as demonstrate whether the program is successful in areas that have other types of organized groups involved in criminal activity, e.g., outlaw motorcycle gangs, white supremacists, and skinheads.

Program Design and Implementation

The proposed program will include the standardization of the definition of gang-related crime, data collection and analysis, planning and information sharing meetings, and monthly suppression operations. The County of San Diego Sheriff's Department will be the lead agency and fiscal agent for the program. The Sheriff's Department provides law enforcement services through contractual agreements in the unincorporated areas of Fallbrook, Spring Valley, and Lakeside, as well as the cities of Vista, San Marcos, Lemon Grove, and Santee. Active participants in this program include the police departments of Oceanside, Escondido, El Cajon, and La Mesa, the San Diego County Probation Department, Health and Human Services' Children's Services Department, San Diego Association of Governments, the District Attorney's Office, Immigration and Customs Enforcement (ICE), and the U. S. Attorney's Office.

EXHIBIT A

PROGRAM NARRATIVE

Program Goals, Objectives, and Performance Measures

Goal: Reduce violent crime in the North and East County regions of San Diego, with an emphasis on gang-related crime.

Objective 1: Standardize the definition of gang-related crime among North and East County law enforcement agencies and identify mechanisms to capture criminal activity of outlaw motorcycle gangs, white supremacist groups, and skinheads.

Objective 2: Increase information sharing among North County, East County, South County and Imperial County law enforcement agencies and their respective partnering organizations.

Objective 3: During the life of the grant conduct a minimum of 24 suppression operations (12 in each region) targeting violent and gang-related crime.

Objective 4: Prosecute gang-related and violent offenders.

Objective 5: Develop a template and related materials for national replication sites.

San Diego Association of Governments (SANDAG) will conduct the evaluation of the program. The first issue to be addressed is the standardization of the definition of gang-related crime and criminal acts of OMG and “hate groups”. This will be necessary to establish a baseline and to determine the overall success of the program at the end of the one-year period. SANDAG will also assist in the design of data collection and analysis for each agency to determine the target areas for suppression operations.

Management and Organizational Capability

Using the SARA (Scanning, Analysis, Response, and Assessment) model, each law enforcement agency will track gang-related and violent crime in their area and determine the best course of action. Information will be discussed with partnering agencies at monthly information

EXHIBIT A

PROGRAM NARRATIVE

sharing meetings held in each region. In addition to sharing information on trends and specific targets of interest, these meetings will be used to plan monthly suppression operations.

Each month, partnering law enforcement agencies will provide cooperative support for suppression actions in one city in each region. Each city will receive a minimum of one operation over the twelve month period and additional operations will be conducted as the need arises. The host agency will set the parameters for operations in their city and will be responsible for the briefing and supervision of the operations. All operations will be coordinated with the North and East County Regional Gang Task Forces (which conducts long term investigations of cases) in the respective region and cleared through the newly established San Diego Law Enforcement Coordination Center (LECC) to ensure officer safety and to avoid compromising ongoing cases. During the operations, law enforcement personnel from different agencies and/or stations will be partnered together. This will result in better identification of gang members from different cities and facilitate relationship and communication building among the officers. At least one person on each team will have a handheld PC to enable them to run targets through the Law Enforcement Coordination Center (LECC), which will allow for instantaneous sharing of critical information between field units and nationwide fusion centers. A car equipped with a mobile license plate reader will be deployed for each operation to gather intelligence by accessing collected data during and after an operation.

Prior to each operation, Children's Services, Probation, Parole and Immigration and Customs Enforcement (ICE) will run data for the target area to determine if they have open cases/wanted targets in the neighborhood. Children's Services will be available for each operation and will be responsible for removing children from the home. Probation and Parole officers will serve on teams with other law enforcement officers to help identify probationers and

EXHIBIT A

PROGRAM NARRATIVE

parolees in the area and ICE officers will be available to provide translation services and handle cases involving illegal criminals.

The District Attorney's office will work with the law enforcement agencies to prosecute individuals arrested during suppression operations and will also conduct vertical prosecution of individuals named in various gang injunctions. The U. S. Attorney's Office will continue to work with partner agencies on Project Safe Neighborhoods, including accepting gun cases that result in a federal charge.

Based on the success of the NCGEC to date, it is anticipated that gang-related and violent crime will be reduced in the East County through increased communication and coordination of suppression efforts. The increased and consistent collection of data among all law enforcement agencies will assist in planning crime reduction efforts and support the prosecution of criminals in the region. Continued monitoring and evaluation of the NCGEC will demonstrate if the impact and success of the program is maintained over a period of time. Upon the successful implementation and evaluation of the model, a template will be developed to facilitate replication of the model in other areas of the nation.

Capabilities/Competencies

The County of San Diego Sheriff's Department was established in 1850 and currently provides law enforcement services for nine contract cities and all of the unincorporated areas within the County.

The County of San Diego Sheriff's Department was established in 1850 and currently provides law enforcement services for nine contract cities and all of the unincorporated areas provides law enforcement services for nine contract cities and all of the unincorporated areas within the County. There are currently 4,032 employees working in various Sheriff's

EXHIBIT A

PROGRAM NARRATIVE

Department facilities.

The Vista Sheriff's station, acting as the lead agency for this project, is staffed with 86 sworn and 16 non-sworn personnel under the command of a Sheriff's Captain, assisted by a Field Lieutenant and an Administrative Lieutenant, who oversee 11 sergeants and 72 deputies. The station has been providing contract law enforcement services to the City of Vista since it incorporated in 1963.

The Sheriff's Department is the lead agency in the North County Regional Gang Task Force (NCRGTF) and the East County Regional Gang Task Force (ECRGTF). The NCRGTF has been active for the last thirteen years and is comprised of fifteen agencies, including six federal, three state, and six local. The ECRGTF has been active for three years and is comprised of eight agencies, including two federal, a state, and five local. Both task forces have been very successful in strategically targeting and reducing gang violence by conducting high level undercover investigations. The capabilities and relationships developed by the task forces serve as a model for the complementary and much needed uniformed gang suppression efforts.

In addition, the Vista station is the lead agency for the NCGEC. Capt. Scott Rossall, the Station Commander for the station, provides general oversight for the program, ensures compliance with state and federal regulations, and is responsible for reviewing program reports prior to their submission. He has over eighteen years of experience in addressing the problem of gangs, including serving on the North County Regional Gang Task Force. Capt. Rossall will serve as the grant manager for the proposed program.

The Criminal Justice Research Division (CJRD) of SANDAG has conducted analysis and program evaluation of crime and justice issues since 1977. The efforts of the CJRD are recognized nationally and include numerous publications. The CJRD functions as the

EXHIBIT A

PROGRAM NARRATIVE

clearinghouse for justice information and the region's response to crime and enjoys long and cooperative relationships with all local justice agencies and many social and health services providers. The CJRD has been the recipient of many federal and state grants which have enabled it to conduct research on a variety of issues including gangs, targeted law enforcement, crime victims, juvenile delinquency, domestic violence, and drug treatment.