

STAFF REPORT*CITY OF OCEANSIDE*

DATE: April 2, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **RESOLUTION APPROVING AN AGREEMENT WITH THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$53,995 FOR THE 2013 REGIONAL REALIGNMENT RESPONSE GROUP (R3G)**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving an agreement with the County of San Diego in the amount of \$53,995 for the 2013 Regional Realignment Response Group (R3G); approving the expenditure plan; appropriating these funds to the Police Department; and authorizing the City Manager, or designee, to execute the agreement and all other required documents.

BACKGROUND

The San Diego County Sheriff's Department received funds from the Community Corrections Partnership (CCP) to create the R3G in support of CCP's goal of public safety. The multi-agency group will use the funds to develop and implement a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders released into San Diego County. On January 7, 2014, the County's Board of Supervisors approved and authorized the Sheriff's Department to execute expenditure contracts to use the funds to reimburse all participating parties for overtime expenses incurred in R3G activities. In support of the R3G mission, law enforcement agencies will provide enhanced enforcement by increasing patrol presence in areas where offenders are known to reside and frequent, and in jurisdictions where they have been released. The patrol presence will include fourth waiver searches, directed patrols, probation compliance checks, and coordinated multi-agency sweeps. The duration period of the R3G project is from December 1, 2013 to December 31, 2014.

ANALYSIS

The Sheriff's Department has received funding for the R3G, and will distribute the allocated funds to each participating party. Oceanside Police Department (OPD) has been allocated \$53,995 for overtime activity. OPD will use the funds for overtime details in support of the R3G mission and primary goal of public safety. OPD will complete reimbursement forms no later than the final business day of the subsequent month from the month being claimed.

FISCAL IMPACT

The Sheriff's department will reimburse up to \$53,995 from the allocated funds to the City of Oceanside. OPD will use the funds as shown in the expenditure plan below:

Expenditures	Amount	Business Unit
Overtime	\$53,212	822133900274.5120
Fringe Benefits	\$783	822133900274.5207
Total Amount of Funds	\$53,995	
Revenue	Amount	Business Unit
Total Revenue	\$53,995	822133900274.4376

The San Diego County Sheriff's Department will reimburse the City of Oceanside for approved expenses. The City of Oceanside Financial Services Department set up business unit 822133900274 to track expenditures under this Agreement. Reimbursement will be deposited into account 822133900274.4376. 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 OPD general fund that is not to exceed 60 days.

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission will be advised of this matter at its regular quarterly meeting on April 17, 2014.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an Agreement with the County of San Diego in the amount of \$53,995 for the 2013 Regional Realignment Response Group (R3G); approving the expenditure plan; appropriating these funds to the Police Department; and authorizing the City Manager, or designee, to execute the Agreement and all other required documents.

PREPARED BY:

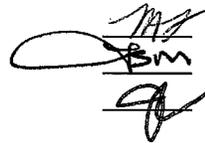

Yaday Velazco
Program Specialist

SUBMITTED BY:


Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank McCoy, Police Chief
James Riley, Financial Services Director



EXHIBITS/ATTACHMENTS

Attachment A – Resolution
Attachment B – Agreement

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 OCEANSIDE AUTHORIZING AN AGREEMENT WITH THE
5 COUNTY OF SAN DIEGO FOR THE 2013 REGIONAL
6 REALIGNMENT RESPONSE GROUP (R3G) AND APPROVING
7 THE EXPENDITURE PLAN AND APPROPRIATING THE
8 NECESSARY FUNDS TO THE POLICE DEPARTMENT

9 WHEREAS, the County of San Diego received funds from the Community Corrections
10 Partnership (CCP) to create a Regional Realignment Response Group (R3G) in support of
11 CCP's goal of public safety;

12 WHEREAS, the R3G will support public safety by developing and implementing a
13 targeted, proactive, intelligence-based approach to control and counteract the risks associated
14 with realigned offenders released into San Diego County, as set forth in the memorandum of
15 agreement;

16 WHEREAS, the San Diego Sheriff's Department will reimburse the Oceanside Police
17 Department for law enforcement services provided during the grant period.

18 NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

19 SECTION 1. To approve the Agreement for the 2013 Regional Realignment
20 Response with the County of San Diego.

21 SECTION 2. To approve the expenditure plan, set forth in the staff report under
22 the Fiscal Impact section, and to appropriate the funds in the amounts to be reimbursed as set
23 forth in the memorandum of agreement, to the Police Department.

24 SECTION 3. To authorize City Manager Steven Jepsen, Police Chief Frank
25 McCoy and/or their designees to sign and execute all documents required.

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2 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
3 this _____ day of _____, 2014 by the following vote:

4 AYES:

5 NAYS:

6 ABSENT:

7 ABSTAIN:
8
9

10 _____
MAYOR OF THE CITY OF OCEANSIDE

11 ATTEST:

12 APPROVED AS TO FORM:
13  SNCA

14 _____
City Clerk

15 _____
City Attorney

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27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE
28 AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN
DIEGO FOR THE 2013 REGIONAL REALIGNMENT RESPONSE GROUP (R3G) AND
APPROVING THE EXPENDITURE PLAN AND APPROPRIATING THE NECESSARY
FUNDS TO THE POLICE DEPARTMENT

**AGREEMENT FOR THE
2013 REGIONAL REALIGNMENT RESPONSE (R3)**

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"), collectively the "PARTIES", for program support of the Regional Realignment Response Group ("R3"). For the COUNTY, participating agencies are the Sheriff's Department and the Probation Department. For the CITIES, participating agencies are the police departments.

RECITALS

R.1 COUNTY through SHERIFF requested and received funds from the Community Corrections Partnership (CCP) to create a Regional Realignment Response Group (R3).

R.2 Funds shall be used to support the R3 and its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders (which include those sentenced pursuant to California Penal Codes 1170(h)(5)(A) PC and 1170(h)(5)(B) PC and Post Release Community Supervision Offenders) released into San Diego County.

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

R.4 PARTIES desire to enter into an agreement with provisions concerning the nature and extent of R3 collaboration, services rendered, and compensation; and

R.5 COUNTY, by action of the Board of Supervisors on January 7, 2014, approved and authorized the SHERIFF to execute expenditure contracts to use FY2013 R3 funds to reimburse all PARTIES for overtime expenses incurred in R3 activities not to exceed the amounts described in Exhibit A – Agency Allocations, during the project period December 1, 2013 through December 31, 2014; and

R.6 PARTIES agree to maintain documentation supporting all expenditures reimbursed from R3 funds.

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 R3 services, as set forth in this Agreement.

AGREEMENT

1. Purpose And Intent

The purpose of this Agreement is to satisfy the R3 proposal submitted to and awarded by the Community Corrections Partnership.

2. SCOPE OF SERVICES

2.1 Method of Service Delivery

SHERIFF will maintain the R3 funding and will be administratively responsible for reimbursement of PARTIES' obligations under this Agreement. .

2.2 Overview Of Basic Services

PARTIES will provide R3 activities (“Activities”) in their designated areas of jurisdiction and/or in coordination with other R3 partner agencies in order to counteract the risks associated with realigned offenders released into San Diego County.

2.2.1 Framework of Operations

A Regional Realignment Response Group (R3 Group) will be created to oversee R3 Operations and Activities. The Membership of the Group will consist of the Designated Coordinators of each PARTY, as outlined in Section 4.2.3. The R3 Group will meet regularly to discuss and plan R3 Operations and Activities.

Regional Sub-Groups will be created for the Northern, Central and Southern areas of the County. The Regional Sub-Groups will be responsible for the planning and coordination of allied or regional operations involving two or more PARTIES.

Membership of the Regional Sub-Groups is as follows:

NORTHERN: A Police Lieutenant from the cities of Escondido, Carlsbad, Oceanside, a Lieutenant from SHERIFF, and a Supervising Probation Officer from PROBATION.

CENTRAL: A Police Lieutenant from the cities of San Diego, El Cajon, La Mesa, a Lieutenant from SHERIFF, and a Supervising Probation Officer from PROBATION.

SOUTHERN: A Police Lieutenant from the cities of San Diego, National City, Chula Vista, a Lieutenant from SHERIFF, a Commander from the City of Coronado and a Supervising Probation Officer from PROBATION.

3. TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on December 31, 2014 subject to the termination provision in section III. B. and III. C. below.

3.2 Option to Extend

Renewal or extension of the Agreement beyond December 31, 2014 shall be subject to available funding.

3.3 Termination

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

4. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

4.1 Anticipated Outcome

The anticipated outcome of the R3 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 counteract the risks associated with realigned offenders released into San Diego County. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES.

4.1.1 PARTIES will provide enhanced enforcement by increasing patrol presence in areas where realigned offenders reside, jurisdictions where they have been released, and areas they are known to frequent. This patrol presence will include 4th waiver searches, probation compliance checks, directed patrol, and coordinated multi-agency sweeps. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

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

4.1.2.1 Utilize Criminal Intelligence Analysts, dedicated to the R3 program, located at the County's Law Enforcement Coordination Center (LECC). The LECC will serve as the centralized clearinghouse for information and documentation of realigned offender post-release packets.

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

4.1.2.3 Increase information sharing during operations.

4.1.3 Prior to R3 "Activities", or Operations, an Operations Plan must be approved by the Regional Realignment Response Group. The Operations Plan is to be submitted by the Operations Coordinator via email to R3G@sdsheriff.org at least 72 hours prior to the operation.

4.1.4 At the conclusion of each shift (Operation) funded by Regional Realignment Response (R3), law enforcement officers in each agency will complete a Daily Activity Report (DAR). The DAR will be submitted to the agency's designated Operation's Coordinator.

4.1.5 At the conclusion of each shift (Operation) funded by R3, the Operation Coordinator will email the following to R3G@sdsheriff.org:

4.1.5.1 An OVERALL Operation Statistics Form

4.1.5.2 All Daily Activity Report (DAR) Forms (from Deputies/Officers)

4.1.5.3 A complete Operation Roster (includes all personnel assigned to operation with sign in and sign out times)

4.2 Personnel Qualifications And Assignment

4.2.1 Qualifications

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

4.2.2 Management, Direction and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY'S personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to R3 by this AGREEMENT. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

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

4.2.3 Designated Coordinators

SHERIFF shall select and designate a coordinator who shall manage and direct the R3. Each other PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall represent their agency on the R3 Group outlined in Section 2.2.1, perform the activities outlined in Section 4.1.5 and implement, as

needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4.2.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to R3 Activities at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

4.2.5 Equipment and Supplies

Each PARTY will supply its own personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform R3 Activities under this agreement, unless otherwise specified in Exhibit C.

5. COST OF SERVICES/CONSIDERATION

5.1 General

As full consideration for the satisfactory performance and completion by PARTIES of Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform R3 Activities on the basis of claims and submittals as set forth hereunder not to exceed the amounts specified in Exhibit A – Agency Allocations. . Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the Community Corrections Partnership (CCP).

5.2 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 R3 Activities based upon the actual costs incurred by PARTIES to provide Activities under this Agreement.

5.3 Method of Payment

PARTIES shall submit correct and complete reimbursement forms, labor reports, and timesheets, as documentation that represents amounts due under this Agreement 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: CCP, P. O. Box 939062, San Diego, CA 92193.

5.3.1 Reimbursement forms, labor reports and timesheets must have the signature of PARTY's designated coordinator or his or her designee, certifying that the invoice, labor reports and timesheets are true and correct.

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

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

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

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

6.1 Workers Compensation And Employment

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

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

6.2 Indemnification Related To Acts Or Omissions; Negligence

6.2.1 Claims Arising From Sole Acts or Omissions of a PARTY

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

6.2.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 6.2.4 below.

6.2.3 Joint Defense

Notwithstanding paragraph 6.2.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

6.2.4 Reimbursement and/or Reallocation

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

7. GENERAL PROVISIONS

7.1 Notices

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

To COUNTY and SHERIFF:

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

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

To Non-County PARTIES:

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

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

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

Chief of Police
El Cajon Police Department
100 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

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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.8 Cooperation

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

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 Termination of Funding

In the event that funding for reimbursement of costs related to R3 Activities is terminated by the CCP, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide R3 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 R3 Activities through alternate means.

7.14 Obligation

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

7.15 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 _____, 2013.

**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

**CORONADO POLICE
DEPARTMENT**

Jon Froomin
Chief

**EL CAJON
POLICE DEPARTMENT**

Jim Redman
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Craig Carter
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Manuel Rodriguez
Chief

**SAN DIEGO POLICE
DEPARTMENT**

William Lansdowne
Chief

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

William L. Pettingill
Senior Deputy

**LA MESA POLICE
POLICE DEPARTMENT**

Ed Aceves
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

CITY OF SAN DIEGO

Mayor Todd Gloria (Interim)
or Designee

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

Linda L. Peter
Deputy City Attorney

REGIONAL REALIGNMENT RESPONSE GROUP (R3G)

Summary of Statistics

Operation on October 7, 2013

Southern (Chula Vista, San Diego, Imperial Beach, National City)

Total Arrests:	00
Felony:	00
Misdemeanors:	00
Searches:	00
Field Interviews:	00
Citations:	00
Vehicle Tows:	00

Attached: Complete Roster of personnel assigned to operation.
All Daily Activity Reports (DARs).
Operation Plan and supporting documents.

SYNOPSIS:?

Exhibit A

Agency Allocations for Regional Realignment Response Group (R3G)

Coronado Police Department	\$26,200
Oceanside Police Department	\$53,995
La Mesa Police Department	\$46,411
San Diego Police Department	\$177,390
El Cajon Police Department	\$41,865
Chula Vista Police Department	\$75,507
National City Police Department	\$31,539
Escondido Police Department	\$139,283
Probation Department	\$55,744
Carlsbad Police Department	\$25,213
Sheriff	\$218,010
Total Agency Allocations	\$891,157
Contingency	\$108,843
Total R3G Allocation	\$1,000,000

Stat Sheet	The stat sheet should be completed by each Team. LE personnel should use care not to double stat an event or arrest another team in a search, for instance, the primary team will have credit for the search and the secondary team will not.
Adult Arrests	An adult arrest is a custodial arrest or any misdemeanor cite and release in the field except 12500 or 14601.
Juvenile Arrests	A juvenile arrest is a custodial arrest or any misdemeanor cite and release in the field except 12500 or 14601.
Booking	Subject was booked into a county jail facility.
OP Related Arrests	An arrest which occurs outside the operational period but is directly related (i.e. an auto theft suspect who escapes).
Crime Reports	A crime case either misdemeanor or felony taken on the day of the operation.
Cites	All traffic related cites including 12500 CVC and 14601 CVC field releases. Custodial arrests for 12500 or 14601 are included.
Vehicle Tows	Number of vehicle tows on the day of the operation.
Assist	An "Assist" is any time a team is used to cover another team during a search, stop, or any other contact.
Field Interview (FI)	A contact in the field which lists the subject's personal information and crime potential where there is no arrest or citation.
Searches	A search, either consent, parole, or probation. This includes traffic stops, field contacts, and house checks.
1170(h)(5)(A)	Released from local custody after doing entire time. No probation/ parole. No search conditions.
1170(h)(5)(B)	Released from JAIL. Judge spit sentence. Monitored by probation. Probably has 4th waiver (verify).
PRCS	Released from PRISON. Monitored by Probation. Has 4th waiver. FLASH or revocations available.

est. In cases where a team is assisting
It have credit for an "assist."

is custody but later arrested.

counted in the "Arrest" section .

cite.

Regional Realignment Response Group (R3G)

	Deputy / Officer	Agency	Team / Call Sign	In	Out
1					
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3					
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