

DATE SUBMITTED 01/08/25
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 01/15/24

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Approval of the FY 2023 Stonegarden Memorandum of Understanding	
DEPARTMENT INVOLVED: Police Dept.	
BACKGROUND/SUMMARY: The Imperial Police Department has received the 2023 Stonegarden MOU. Through the Stonegarden grant, the Imperial Police Department will receive \$80,050.00 in operational overtime and \$17,500.00 for the purchase of Binoculars, Night Vision, and Thermal Imaging. The Stonegarden Grant provides funding to enhance law enforcement preparedness and operational readiness along the border of the United States. Please see attached MOU for further details.	
FISCAL IMPACT: None	ADMIN SERVICES SIGN INITIALS <u>IMOS</u>
STAFF RECOMMENDATION: Request Council approval of the 2023 Stonegarden MOU	DEPT. INITIALS <u>MS #411</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OTEN</u>
MOTION:	
SECONDED:	APPROVED ()
AYES:	DISAPPROVED ()
NAYES:	REJECTED ()
ABSENT:	DEFERRED ()
REFERRED TO:	

1 AGREEMENT FOR THE

2 FISCAL YEAR 2023 OPERATION STONEGARDEN GRANT PROGRAM

3 THIS AGREEMENT (“Agreement”), made and entered into effective the ___ day of _____, 20__.

4 is by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and

5 through its Sheriff’s Office, Department of Probation, and District Attorney’s Office (“County” or “County

6 Parties”), the **IMPERIAL COUNTY NARCOTICS TASK FORCE** (“ICNTF”), the **CALIFORNIA**

7 **HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven Offices (“CHP”), the

8 **CITY OF BLYTHE**, an incorporated city within the County of Riverside, by and through its Police

9 Department (“Blythe”), the **COUNTY OF SAN BERNARDINO**, a political subdivision of the State of

10 California by and through its Sheriff’s Office, (“County of San Bernardino”), the **CITY OF BRAWLEY**,

11 an incorporated city within the County of Imperial, by and through its Police Department (“Brawley”), the

12 **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police

13 Department (“Calexico”), the **CITY OF EL CENTRO**, an incorporated city within the County of Imperial,

14 by and through its Police Department (“El Centro”), the **CITY OF IMPERIAL**, an incorporated city within

15 the County of Imperial, by and through its Police Department (“Imperial”), and the **CITY OF**

16 **CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department

17 (“Calipatria”), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California by and

18 through its Sheriff’s Office, (“County of Riverside”), (individually, “Party;” collectively, “Parties”), for

19 program support of the FY 2023 Operation Stonegarden Grant (“OPSG”).

20 **RECITALS**

21 **WHEREAS**, County received funds from the U.S. Department of Homeland Security (“DHS”)

22 passed through the California Governor’s Office of Emergency Services (“CalOES”), under the OPSG

23 Program for fiscal year 2023; and

24 **WHEREAS**, said funds shall be used to support the OPSG Program to enhance law enforcement

25 preparedness and operational readiness along the border lands of the United States located within the

26 County; and

27 **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local

28 agency to contract with any other local agency for the furnishing of police protection to such other local

1 agency, where a “local agency” includes a neighboring city, county, federal government, or any federal
2 department or agency; and

3 **WHEREAS**, the Parties desire to enter into an agreement with provisions concerning the nature,
4 scope, and extent of OPSG collaboration, services rendered, and compensation; and

5 **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 42, dated
6 February 6, 2024, approved and authorized the Imperial County Sheriff to enter into this Agreement with
7 participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be used
8 to reimburse the participating agencies under this Agreement; and

9 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed
10 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their
11 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance
12 audit report of **Two Million Two Hundred Thousand Dollars (\$2,200,000.00)** or more of OPSG federal
13 funds are expended in a fiscal year; and

14 **WHEREAS**, documentation and records shall be maintained and retained in accordance with
15 OPSG requirements and shall be available for audit and inspection; and

16 **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal
17 Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor’s
18 Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA
19 Number: 97.067.

20 **NOW THEREFORE**, and in consideration of the covenants and conditions hereinafter contained,
21 it is agreed between Parties as follows:

22 **1. PURPOSE AND INTENT.**

23 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS
24 and passed through CalOES under the OPSG for fiscal year 2023-2026.

25 **2. SCOPE OF WORK.**

26 **2.1. Method of Service Delivery.**

27 2.1.1. County’s Sheriff’s Office will maintain the OPSG and will be administratively
28 responsible for coordination of Parties’ obligations under this Agreement.

1 2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service:
2 Obligations of the Parties.

3 **2.2. Overview of Basic Services.**

4 2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement
5 personnel in their designated areas of jurisdiction, in order to support DHS’s Bureau
6 of Customs and Border Protection (“CBP”) and Office of the Border Patrol
7 (“OBP”) efforts to improve border security in the region.

8 2.2.2 Parties will enforce local and state laws within the agency’s jurisdiction and will
9 not enforce immigration laws on behalf of CBP/OBP.

10 2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,
11 including but not limited to Government Code Section 7284.6(b) and the following
12 conditions:

13 (a) The primary purpose of OPSG activities will not be immigration
14 enforcement, as defined in subdivision (f) of Government Code Section
15 7284.4.

16 (b) The enforcement or investigative duties will be primarily related to a
17 violation of state or federal law unrelated to immigration enforcement.

18 (c) Participation in OPSG activities by a California law enforcement agency
19 will not violate any local law or policy to which it is otherwise subject.

20 **3. TERM OF AGREEMENT.**

21 3.1. **Initial Term.** The term of this Agreement shall be from September , 2023, and
22 shall continue in effect through and terminate at midnight on May 31 , 2026, subject
23 to the provisions in Paragraphs 3.2. and 3.3. below.

24 3.2. **Option to Extend.** Renewal or extension of this Agreement beyond May 31, 2026
25 shall be subject to remaining grant funds and to a time extension approved by DHS
26 and passed through CalOES.

1 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may
2 terminate its participation in this Agreement upon a minimum of ninety (90) days
3 written notice to the other Parties.

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5 **4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.**

6 **4.1. Anticipated Outcome.**

7 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under
8 this Agreement, is the increased presence of law enforcement personnel in their
9 designated areas of jurisdiction, to support CBP/OBP efforts to improve border
10 security in the region.

11 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing
12 the missions set forth in this Agreement and in CBP's "Operations Order Report,"
13 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully
14 set forth herein.

15 (a) Parties will provide enhanced enforcement by increasing patrol presence in
16 proximity to the border and/or routes of ingress from the border.

17 (b) Parties will utilize their unique investigatory and prosecutorial areas of
18 expertise in operations targeting criminal aliens upon reasonable suspicion
19 of, or for violation of, Section 1326 (a) of Title 8 of the United States Code
20 that may be subject to the enhancement specified in Section 1326(b)(2) of
21 Title 8 of the United States Code, if detected during an unrelated law
22 enforcement activity, to document fraud, and for intelligence development
23 including making necessary inquiries as permitted by Government Code
24 Section 7284.6(b).

25 (c) Parties shall increase intelligence/information sharing among each other,
26 which includes but is not limited to the following activities:

27 (i) Conducting monthly meetings with a minimum of one (1)
28 representative from each Party; and.

1 (ii) Sharing information during law enforcement operations.

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5 4.2. **Personnel Qualifications and Assignment.**

6 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall
7 have met the minimum qualifications designated for their specific classification.

8 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards
9 and scope of service defined herein and as further specified in **Exhibit "A."**

10 4.2.3. County Participating Agency Discretion.

11 (a) County's Sheriff's Office shall be responsible for the management,
12 direction, and supervision of its OPSG personnel, and the standards of
13 performance, discipline, and all other matters incidental to the performance
14 of such services, in its sole but reasonable judgment, and in accordance with
15 the provisions of applicable labor agreements.

16 (b) County's Sheriff's Office shall be the appointing authority for all of its
17 personnel provided to OPSG by this Agreement.

18 (c) County's Department of Probation shall be responsible for the management,
19 direction, and supervision of its OPSG personnel, and the standards of
20 performance, discipline, and all other matters incidental to the performance
21 of such services, in its sole but reasonable judgment, and in accordance with
22 the provisions of applicable labor agreements.

23 (d) County's Department of Probation shall be the appointing authority for all
24 of its personnel provided to OPSG by this Agreement.

25 (e) Non-County Parties shall have no liability for any direct payment of salary,
26 wages, indemnity or other compensation or benefit to persons engaged in
27 County's performance of this Agreement.

28 4.2.4. Non-County Parties' Discretion.

- 1 (a) Non-County Parties shall be responsible for the management, direction, and
2 supervision of their respective OPSG personnel, and the standards of
3 performance, discipline, and all other matters incident to the performance
4 of such services, in each respective non-County Party's sole but reasonable
5 judgment, and in accordance with the provisions of applicable labor
6 agreements.
- 7 (b) Each non-County Party shall be the appointing authority for its respective
8 personnel provided to the OPSG by this Agreement.
- 9 (c) County shall have no liability for any direct payment of salary, wages,
10 indemnity or other compensation or benefit to persons engaged in non-
11 County Party performance of this Agreement.

12 4.2.5. OPSG Coordinators.

- 13 (a) County's Sheriff's Office shall select and designate an OPSG Coordinator
14 who shall manage and direct the OPSG.
- 15 (b) County's Department of Probation and each non-County Party shall select
16 and designate an OPSG Coordinator under this Agreement.
- 17 (c) The designated OPSG Coordinator for each Party shall implement, as
18 needed, appropriate procedures governing the performance of all
19 requirements under this Agreement, and shall be responsible for meeting
20 and conferring in good faith in order to address any disputes which may
21 arise concerning implementation of this Agreement.

22 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their
23 qualified respective personnel are provided to OPSG activities at all times during
24 the term of this Agreement to meet the commitments set forth herein.

25 4.2.7. Pre-Authorization of Overtime.

- 26 (a) The OPSG Coordinator for each participating agency will be responsible
27 for authorizing all OPSG overtime prior to any detail.
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1 (b) Any overtime scheduled for the OPSG Coordinator must be approved by
2 the department head or city manager.

3 /// 4.2.8. Equipment and Supplies.

4 (a) County's Sheriff's Office will provide its OPSG personnel with all supplies
5 and/or prescribed safety gear, body armor and or standard issue equipment
6 necessary to perform OPSG activities.

7 (b) County's Department of Probation will provide its OPSG personnel with all
8 supplies and/or prescribed safety gear, body armor and or standard issue
9 equipment necessary to perform OPSG activities

10 (c) Non-County Parties will provide their respective OPSG personnel with all
11 supplies and/or prescribed safety gear, body armor and/or standard issue
12 equipment necessary to perform OPSG activities unless otherwise specified
13 in **Exhibit "A."**

14 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against
15 goals and performance standards set forth in this Agreement. Substandard
16 performance as determined by the County will constitute noncompliance with this
17 Agreement. If action to correct such substandard performance is not taken by the
18 Party/Parties within a reasonable period of time after being notified by the County,
19 suspension or termination procedures will be initiated.

20 **5. COST OF SERVICES/CONSIDERATION.**

21 5.1. **General.**

22 5.1.1. As full consideration for the satisfactory performance and completion by non-
23 County Parties of OPSG activities set forth in this Agreement, County shall pay
24 non-County Parties for personnel assigned to perform OPSG activities on the basis
25 of invoices and submittals as set forth hereunder.

26 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
27 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
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equipment as detailed in **Exhibit "A"** for the applicable grant year, and that unallowable costs are not reimbursed.

5.1.3. No reimbursement shall be made to a Party during any period of time within which that Party is in default on filing any informational or financial reports required by County. County, through its Sheriff's Office, shall make any necessary adjustments to Party claims to correct for previous overpayments and disallowances or underpayments.

5.1.4. Payments made by County are dependent on the continued availability of grant funds from DHS passed through CalOES.

5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Two Hundred Thousand Dollars (\$2,200,000.00)**, unless otherwise provided for under this Agreement.

5.2. **Personnel Cost/Rate of Compensation.**

5.2.1. During the term of this Agreement, County shall compensate Parties for preauthorized overtime worked by personnel assigned to perform OPSG activities.

5.2.2. Compensation made by County is based upon available funding and the actual costs incurred by Parties to provide OPSG activities under this Agreement.

5.3. **Method of Payment.**

5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related supporting documentation that represents amounts due under this Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following the end of each calendar month during the term of this Agreement.

5.3.2. Invoices, timesheets and other related supporting documentation must have the signature of each non-County Party's OPSG Coordinator, or his or her designee, certifying that the invoices, timesheets, and related documentation are true and correct.

1 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than
2 5:00 p.m. of the eleventh (11th) business day following the end of each calendar
3 month during the term of this Agreement to:

4 Imperial County Sheriff's Department
5 Fiscal Unit, Ref. OPSG
6 PO Box 1040
7 El Centro, CA 92244.

8 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's
9 Office will process the request for reimbursement to DHS passed through CalOES.

10 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS
11 passed through CalOES, County's Sheriff's Office will submit a claim for payment
12 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

13 (a) County will request cash advances on the grant funds from DHS passed
14 through CalOES each quarter during the term of this Agreement.

15 (b) When County has a positive balance in its OPSG account, County will pay
16 non-County Parties for the service agreed to within ten (10) business days
17 of receipt of valid invoices.

18 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose
19 costs are reimbursable under this Agreement, to include, at a minimum, the person's
20 name, classification, duty position, task and regular/overtime hours worked.

21 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office
22 all payroll records and other records that relate to the services provided under this
23 Agreement.

24 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities
25 through procedures to be agreed upon within County.

26 **6. INDEMNIFICATION.**

27 **6.1. Indemnification Related to Workers' Compensation and Employment.**

28 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their
respective officers, employees and agents from any claims, losses, fines, expenses

1 (including attorneys' fees and court costs), costs, damages or liabilities arising from
2 or related to:

3 (a) Any Workers' Compensation claim or demand or other Workers'
4 Compensation proceeding arising from or related to, or claimed to arise
5 from or relate to, employment which is brought by an employee of County
6 or any contract labor provider retained by County; or

7 (b) Any claim, demand, suit or other proceeding arising from or related to, or
8 claimed to arise from or relate to, the status of employment (including
9 without limitation, compensation, demotion, promotion, discipline,
10 termination, hiring, work assignment, transfer, disability, leave or other
11 such matters) which is brought by an employee of County.

12 6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its
13 officers, employees and agents from any claims, losses, fines, expenses (including
14 attorneys' fees and court costs or arbitration costs), costs, damages or liabilities
15 arising from or related to:

16 (a) Any Workers' Compensation claim or demand or other Workers'
17 Compensation proceeding arising from or related to, or claimed to arise
18 from or relate to, employment which is brought by an employee of the
19 respective non-County Party or any contract labor provider retained by the
20 respective non-County Party; or

21 (b) Any claim, demand, suit or other proceeding arising from or related to, or
22 claimed to arise from or relate to, the status of employment (including
23 without limitation, compensation, demotion, promotion, discipline,
24 termination, hiring, work assignment, transfer, disability, leave or other
25 such matters) which is brought by an employee of the respective non-
26 County Party or any contract labor provider retained by the respective non-
27 County Party.

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1 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

2 6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.

3 (a) Each Party to this Agreement hereby agrees to defend and indemnify the
4 other Parties to this Agreement and their agents, officers and employees,
5 from any claim, action, or proceeding against the other Parties arising solely
6 out of its own acts or omissions in the performance of this Agreement.

7 (b) At each Party's sole discretion, each Party may participate at its own
8 expense in the defense of any claim, action or proceeding, but such
9 participation shall not relieve any Party of any obligation imposed by this
10 Agreement.

11 (c) Parties shall notify each other promptly of any claim, action, or proceeding
12 and cooperate fully in the defense.

13 6.2.2. Claims Arising from Concurrent Acts or Omissions.

14 (a) Parties hereby agree to defend themselves from any claim, action or
15 proceeding arising out of the concurrent acts or omissions of Parties.

16 (b) Parties agree to retain their own legal counsel, bear their own defense costs
17 and waive their right to seek reimbursement of such costs, except as
18 provided in Paragraph 6.2.4. below.

19 6.2.3. Joint Defense.

20 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in
21 writing to a joint defense, Parties may appoint joint defense counsel to
22 defend the claim, action or proceeding arising out of the concurrent acts or
23 omissions of Parties.

24 (b) Joint defense counsel shall be selected by mutual agreement of Parties.

25 (c) Parties agree to share the costs of such joint defense and any agreed
26 settlement in equal amounts, except as provided in Paragraph 6.2.4. below.

27 (d) Parties agree that no Party may bind the others to a settlement agreement
28 without the written consent of the others.

1 6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award
2 allocates or determines the comparative fault of the Parties, Parties may seek
3 reimbursement and/or reallocation of defense costs, settlement payments,
4 judgments and awards, consistent with such comparative fault.

5 7. **GENERAL PROVISIONS.**

6 7.1. **Independent Contractor Status.**

7 7.1.1. In the performance of services under this Agreement, County and non-County
8 Parties acknowledge and agree that:

9 (a) County and its respective officers, agents and/or employees shall be deemed
10 independent contractors and not officers, agents or employees of non-
11 County Parties; and

12 (b) Non-County Parties and their respective officers, agents and/or employees
13 shall be deemed independent contractors and not officers, agents or
14 employees of County.

15 7.1.2. All personnel provided by County under this Agreement are under the direct and
16 exclusive supervision, daily direction, and control of County, and County assumes
17 full responsibility for the actions of such personnel in the performance of services
18 hereunder.

19 7.1.3. All personnel provided by non-County Parties under this Agreement are under the
20 direct and exclusive supervision, daily direction, and control of their respective
21 agencies, and each agency assumes full responsibility for the actions of such
22 personnel in the performance of services hereunder.

23 7.1.4. County and non-County Parties acknowledge and agree that County does not
24 control the manner and means of performing the work of non-County Parties'
25 officers, agents or employees who perform OPSG activities, nor does County have
26 the right to hire or terminate employment of such officers, agents or employees.

27 7.1.5. Non-County Parties do not control the manner and means of performing the work
28 of County officers, agents or employees who perform OPSG activities, nor do non-

1 County Parties have the right to hire or terminate employment of such officers,
2 agents or employees.

3 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County
4 Parties have no authority to bind County in any respect whatsoever.

5 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication
6 as an agent of non-County Parties, or in any manner assume or create or attempt to
7 assume or create any obligation on behalf of or in the name of non-County Parties.

8 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly
9 or by implication as an agent of County, or in any manner assume or create or
10 attempt to assume or create any obligation on behalf of or in the name of County.

11 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to
12 cover the liabilities arising out of this Agreement.

13 7.3. **Notices.**

14 7.3.1. Any notice, request, demand or other communication required or permitted
15 hereunder shall be in writing and may be personally delivered or given as of the
16 date of mailing by depositing such notice in the United States mail, first-class
17 postage prepaid, and addressed as follows, or to such other place as each Party may
18 designate by subsequent written notice to each other:

19 County Parties:

20 Sheriff
21 Imperial County Sheriff's Office
22 PO Box 1040
El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

23 District Attorney
24 Imperial County District Attorney's Office
25 940 West Main Street, Suite 102
El Centro, CA 92243

26 Non-County Parties:

27 California Highway Patrol
28 Fiscal Management Section
PO Box 942898
Sacramento, CA 94298-2898

Interim City Manager
Blythe Police Department
235 N. Broadway
Blythe, CA 92225

1 Imperial County Narcotics Task Force
2 2417 La Brucherie Road, Suite C
3 Imperial, CA 92251

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

4 Chief of Police
5 Calexico Police Department
6 420 East Fifth Street
7 Calexico, CA 92231

Chief of Police
El Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

8 Chief of Police
9 Imperial Police Department
10 420 South Imperial Avenue
11 Imperial, CA 92251

Chief of Police
Calipatria Police Department
125 N. Park Ave.
Calipatria, CA 92233

12 Riverside County Sheriff
13 1500 Castellano Rd.
14 Riverside, CA 92509

San Bernardino County Sheriff
655 East Third Street
San Bernardino, CA 92415

15 7.3.2. A notice shall be effective:

- 16 (a) On the date of personal delivery if personally delivered before five o'clock
17 (5:00) p.m. on a business day; or
18 (b) On the first (1st) business day following personal delivery that did not occur
19 before five o'clock (5:00) p.m. on a business day; or
20 (c) Two (2) business days following the date the notice is postmarked for mail
21 delivery; or
22 (d) On the first (1st) business day following delivery to the applicable overnight
23 courier, if sent by overnight courier for next business day delivery; or
24 (e) When otherwise actually received.

25 7.4. **Amendment.** This Agreement may be modified or amended only by a written document
26 signed by all Parties, and no verbal understanding or agreement shall be binding on the
27 Parties.

28 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations
hereunder without the prior written consent of the other Parties.

7.6. **Entire Agreement.**

7.6.1. This Agreement constitutes the complete and exclusive statement of agreement
between County and non-County Parties with respect to the subject matter hereto.

1 7.6.2. All prior written and verbal understandings are superseded in total by this
2 Agreement.

3 **7.7. Construction.**

4 7.7.1. This Agreement will be deemed to have been made and shall be construed,
5 interpreted, governed, and enforced pursuant to and in accordance with the laws of
6 the State of California.

7 7.7.2. The headings and captions used in this Agreement are for convenience and ease of
8 reference only, and shall not be used to construe, interpret, expand or limit the terms
9 of the Agreement and shall not be construed against any one (1) Party.

10 **7.8. Waiver.**

11 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to
12 be performed by County or non-County Parties shall not be construed as a waiver
13 of any succeeding breach of the same or other covenants, agreements, restrictions
14 or conditions of this Agreement.

15 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this
16 Agreement shall not be considered a waiver of any right to do so, whether for that
17 breach or any subsequent breach.

18 7.8.3. The acceptance by County or non-County Parties of either performance or payment
19 shall not be considered a waiver of any other Party's preceding breach of this
20 Agreement.

21 **7.9. Authority to Enter Into Agreement.**

22 7.9.1. County and non-County Parties have all requisite power and authority to conduct
23 their respective business and to execute, deliver and perform the Agreement.

24 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
25 legal power, right and authority to make this Agreement and to bind each respective
26 Party.

27 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
28 this Agreement.

1 7.11. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of
2 which shall be deemed to be an original, but all of which together shall constitute one (1)
3 and the same instrument.

4 7.12. **Severability.**

5 7.12.1. This Agreement is subject to all applicable laws and regulations.

6 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,
7 or is agreed upon by the Parties, to be in conflict with any law or regulation, then
8 the conflicting provision shall be considered null and void.

9 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of
10 this Agreement to any Party is lost, then the Agreement may be terminated at the
11 option of the affected Party, with the notice as required in this Agreement.

12 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall
13 continue in full force and effect.

14 7.13. **Legislative Changes.** If any changes are made to laws or regulations under which this
15 Agreement is made, or to any successor legislation or regulations, or if DHS passed through
16 CalOES imposes any budget requirements or limitations applicable to this Agreement and
17 the services to be provided hereunder, then:

18 7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall
19 apply to the Parties and this Agreement, and this Agreement shall be deemed to be
20 amended to be consistent with such change(s) except to the extent that such
21 change(s) alter(s) a material provision of this Agreement, in which case, such
22 material provision shall be voidable, and the Parties will negotiate in good faith to
23 amend the Agreement as necessary; and

24 7.13.2. To the extent any of the changes are not of mandatory application, such change(s)
25 shall not affect this Agreement or the rights or obligations of County and non-
26 County Parties under this Agreement, unless Parties mutually agree to subject
27 themselves to such change(s).

28 7.14. **Representation.**

1 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation
2 shall be represented by their respective OPSG Coordinators, or their designees, in
3 all discussions pertaining to this Agreement.

4 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
5 or their designees, in all discussions pertaining to this Agreement.

6 7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute
7 concerning services and payment arising from this Agreement, Parties' OPSG
8 Coordinators, or their respective designees, will meet and confer within ten (10) business
9 days after receiving notice of the dispute to resolve the dispute.

10 7.16. **Termination of Funding.**

11 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is
12 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall
13 be considered null and void, and Parties shall no longer be required to provide
14 OPSG activities as described herein.

15 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
16 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually
17 develop and implement, within a reasonable period, a transition plan for the
18 provision of OPSG activities through alternate means.

19 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

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21 **8. SPECIAL PROVISIONS.**

22 8.1. **Lobbying and Political Activities.**

23 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for
24 persons entering into a contract, grant, loan, or cooperative agreement from an
25 agency or requests or receives from an agency a commitment providing for the
26 United States to insure or guarantee a loan, each Party independently certifies that:

- 27 (a) No federal appropriated funds have been paid for or will be paid, by or on
28 behalf of the undersigned, to any person for influencing or attempting to

1 influence an officer or employee of an agency, a Member of Congress, an
2 officer or employee of Congress, or an employee of a Member of Congress
3 in connection with the awarding of any Federal contract, the making of any
4 federal grant, the making of any federal loan, the entering into of any
5 cooperative agreement, and the extension, continuation, renewal,
6 amendment, or modification of any federal contract, grant, loan, or
7 cooperative agreement.

8 (b) If any funds other than federal appropriated funds have been paid or will be
9 paid to any person for influencing or attempting to influence an officer or
10 employee of any agency, a Member of Congress, an officer or employee of
11 Congress, or an employee of a Member of Congress in connection with this
12 federal contract, grant, loan, or cooperative agreement, the undersigned
13 shall complete and submit Standard Form-LLL, "Disclosure Form to Report
14 Lobbying," in accordance with its instructions.

15 (c) The undersigned shall require that the language of this certification be
16 included in the award documents for all subawards at all tiers (including
17 subcontracts, subgrants, and contracts under grants, loans, and cooperative
18 agreements) and that all subrecipients shall certify and disclose accordingly.

19 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5
20 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of
21 employees whose principal employment activities are funded in whole or in part
22 with federal funds.

23 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,
24 to support the enactment, repeal, modification, or adoption of any law, regulation,
25 or policy without the express written approval from Cal OES or the federal
26 awarding agency.
27
28

1 **8.2. Debarment and Suspension.**

2 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or
3 suspending those persons deemed irresponsible in their dealings with the federal
4 government. Each Party independently certifies that it and its principal,
5 subgrantees, recipients, or subrecipients:

- 6 (a) Are not presently debarred, suspended, proposed for debarment, declared
7 ineligible, or voluntarily excluded from covered transactions by any federal
8 department or agency;
- 9 (b) Have not within a three-year period preceding this Agreement, been
10 convicted of or had a civil judgment rendered against them for commission
11 of fraud or a criminal offense in connection with obtaining, attempting to
12 obtain, or performing a public (federal, state, or local) transaction or
13 contract under a public transaction; violation of federal or state antitrust
14 statutes or commission of embezzlement, theft, forgery, bribery,
15 falsification or destruction of records, making false statements, or receiving
16 stolen property;
- 17 (c) Are not presently indicted for or otherwise criminally or civilly charged by
18 a governmental entity (federal, state, or local) with commission of any of
19 the offenses enumerated in paragraph (2)(b) of this certification; and
- 20 (d) Have not within a three-year period preceding this Agreement, had one or
21 more public transactions (federal, state, or local) terminated for cause or
22 default.

23 8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement
24 is unable to certify to any of these statements in the certification listed in Paragraph
25 8.2.1, such Party shall provide a written explanation to County.

1 **9. CALIFORNIA LAW.**

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

5 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
6 above written.

7
8 **COUNTY OF IMPERIAL
SHERIFF'S OFFICE**

**COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION**

9
10 By: _____
11 Federico Miramontes
12 Sheriff

By: _____
Daniel Prince
Chief Probation Officer

13 **COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE**

**IMPERIAL COUNTY NARCOTICS
TASK FORCE**

14
15 By: _____
16 George Marquez
17 District Attorney

By: _____
George Marquez
Imperial County District Attorney

18 **CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
19 EL CENTRO OFFICE,
20 WINTERHAVEN OFFICE**

**SAN BERNARDINO COUNTY
SHERIFF'S DEPARTMENT**

21
22 By: _____
23 Tommie Cocroft
24 Border Division Chief

By: _____
Shannon D. Dicus
San Bernardino County Sheriff-Coroner

25 **CITY OF BRAWLEY
POLICE DEPARTMENT**

**CITY OF CALEXICO
POLICE DEPARTMENT**

26
27 By: _____
28 Jimmy Duran
Chief

By: _____
Armando Orozco
Chief

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**CITY OF EL CENTRO
POLICE DEPARTMENT**

By: _____
Robert Sawyer
Chief

**CITY OF IMPERIAL
POLICE DEPARTMENT**

By: _____
Aaron Reel
Chief

**CITY OF BLYTHE
POLICE DEPARTMENT**

By: _____
Mallory Crecelius
Interim City Manager

**CITY OF CALIPATRIA
POLICE DEPARTMENT**

By: _____
Cheryl Fowler
Chief

**COUNTY OF RIVERSIDE
SHERIFF'S OFFICE**

By: _____
Chad Bianco
Sheriff/Coroner

APPROVED AS TO FORM:

Eric Havens
County Counsel

APPROVED AS TO FORM:

Minh C. Tran
County Counsel – County of Riverside

By: _____
Danuta Tuszynska
Deputy County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel