

DATE SUBMITTED Jan 29, 2020  
SUBMITTED BY Chief L. Barra  
DATE ACTION REQUIRED Feb. 5, 2020

COUNCIL ACTION  
PUBLIC HEARING REQUIRED   
RESOLUTION   
ORDINANCE 1<sup>ST</sup> READING   
ORDINANCE 2<sup>ND</sup> READING   
CITY CLERK'S INITIALS *JB*

**IMPERIAL CITY COUNCIL  
AGENDA ITEM**

**SUBJECT: Approval of the 2018 Stonegarden MOU**

DEPARTMENT INVOLVED: POLICE DEPARTMENT

BACKGROUND/SUMMARY: The Imperial Police Department is requesting to approve the 2018 Stonegarden MOU. Please see attachment for further information.

FISCAL IMPACT: NONE

F.O. INITIALS \_\_\_\_\_

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION:

*Approve*

MANAGER'S INITIALS *JTB*

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED

DISAPPROVED

REFERRED TO:

REJECTED

DEFERRED

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AGREEMENT FOR THE  
FISCAL YEAR 2018 OPERATION STONEGARDEN GRANT PROGRAM

THIS AGREEMENT ("Agreement"), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2019, is by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or "County Parties"), the **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"), the **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, Indio, and Winterhaven Offices ("CHP"), the **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE** ("CDFW"), the **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police Department ("Brawley"), the **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police Department ("Calexico"), the **CITY OF EL CENTRO**, an incorporated city within the County of Imperial, by and through its Police Department ("El Centro"), the **CITY OF IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police Department ("Imperial"), the **CITY OF WESTMORLAND**, an incorporated city within the County of Imperial, by and through its Police Department ("Westmorland"), and the **CITY OF CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department ("Calipatria"), (individually, "Party;" collectively, "Parties"), for program support of the FY 2018 Operation Stonegarden Grant ("OPSG").

**RECITALS**

**WHEREAS**, County received funds from the U.S. Department of Homeland Security ("DHS") passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG Program for fiscal year 2018 (Operation FY 2018 OPSG CA – Imperial #18-ELCELC-06-003); and

**WHEREAS**, said funds shall be used to support the OPSG Program to enhance law enforcement preparedness and operational readiness along the border lands of the United States located within the County; and

**WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local 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. 18, dated  
6 November 05, 2019, approved and authorized the Imperial County Sheriff to enter into this Agreement  
7 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will  
8 be used to reimburse the participating agencies under this Agreement; and

9 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures  
10 reimbursed from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to  
11 their respective jurisdictions' authorized procurement methods, and to submit an organization-wide  
12 financial and compliance audit report if **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** or  
13 more of OPSG federal 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: \_\_\_\_\_.

20 **NOW THEREFORE**, and in consideration of the covenants and conditions hereinafter  
21 contained, 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  
24 DHS and passed through CalOES under the OPSG for fiscal year 2018.

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  
5 enforcement personnel in their designated areas of jurisdiction, in order to support  
6 DHS's Bureau of Customs and Border Protection ("CBP") and Office of the  
7 Border Patrol ("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  
12 following 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 12:01 a.m. on September  
22 1, 2018, and shall continue in effect through and terminate at midnight on May  
23 31, 2021, subject 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,  
25 2021 shall be subject to remaining grant funds and to a time extension approved  
26 by DHS 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.

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

5 **4.1. Anticipated Outcome.**

6           4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under  
7 this Agreement, is the increased presence of law enforcement personnel in their  
8 designated areas of jurisdiction, to support CBP/OBP efforts to improve border  
9 security in the region.

10          4.1.2. The anticipated outcome will be reached by achieving the goals and  
11 accomplishing the missions set forth in this Agreement and in CBP's "Frag Order  
12 Report," dated June 21, 2019, hereinafter referred to as **Exhibit "A"** and  
13 incorporated by reference as though fully set forth herein.

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

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

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

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

28           (ii) Sharing information during law enforcement operations.

1           **4.2. Personnel Qualifications and Assignment.**

2           4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement  
3           shall have met the minimum qualifications designated for their specific  
4           classification.

5           4.2.2. Parties shall provide OPSG with qualified personnel to meet performance  
6           standards and scope of service defined herein and as further specified in  
7           **Exhibit "A."**

8           4.2.3. County Participating Agency Discretion.

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

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

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

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

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

26           4.2.4. Non-County Parties' Discretion.

27           (a) Non-County Parties shall be responsible for the management, direction,  
28           and supervision of their respective OPSG personnel, and the standards of

1 performance, discipline, and all other matters incident to the performance  
2 of such services, in each respective non-County Party's sole but  
3 reasonable judgment, and in accordance with the provisions of applicable  
4 labor agreements.

5 (b) Each non-County Party shall be the appointing authority for its respective  
6 personnel provided to the OPSG by this Agreement.

7 (c) County shall have no liability for any direct payment of salary, wages,  
8 indemnity or other compensation or benefit to persons engaged in  
9 non-County Party performance of this Agreement.

10 4.2.5. OPSG Coordinators.

11 (a) County's Sheriff's Office shall select and designate an OPSG Coordinator  
12 who shall manage and direct the OPSG.

13 (b) County's Department of Probation and each non-County Party shall select  
14 and designate an OPSG Coordinator under this Agreement.

15 (c) The designated OPSG Coordinator for each Party shall implement, as  
16 needed, appropriate procedures governing the performance of all  
17 requirements under this Agreement, and shall be responsible for meeting  
18 and conferring in good faith in order to address any disputes which may  
19 arise concerning implementation of this Agreement.

20 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their  
21 qualified respective personnel are provided to OPSG activities at all times during  
22 the term of this Agreement to meet the commitments set forth herein.

23 4.2.7. Pre-Authorization of Overtime.

24 (a) The OPSG Coordinator for each participating agency will be responsible  
25 for authorizing all OPSG overtime prior to any detail.

26 (b) Any overtime scheduled for the OPSG Coordinator must be approved by  
27 the department head or city manager.

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1 4.2.8. Equipment and Supplies.

- 2 (a) County's Sheriff's Office will provide its OPSG personnel with all  
3 supplies and/or prescribed safety gear, body armor and or standard issue  
4 equipment necessary to perform OPSG activities.
- 5 (b) County's Department of Probation will provide its OPSG personnel with  
6 all supplies and/or prescribed safety gear, body armor and or standard  
7 issue equipment necessary to perform OPSG activities
- 8 (c) Non-County Parties will provide their respective OPSG personnel with all  
9 supplies and/or prescribed safety gear, body armor and/or standard issue  
10 equipment necessary to perform OPSG activities unless otherwise  
11 specified in **Exhibit "A."**

12 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against  
13 goals and performance standards set forth in this Agreement. Substandard  
14 performance as determined by the County will constitute noncompliance with this  
15 Agreement. If action to correct such substandard performance is not taken by the  
16 Party/Parties within a reasonable period of time after being notified by the  
17 County, suspension or termination procedures will be initiated.

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

19 **5.1. General.**

- 20 5.1.1. As full consideration for the satisfactory performance and completion by  
21 non-County Parties of OPSG activities set forth in this Agreement, County shall  
22 pay non-County Parties for personnel assigned to perform OPSG activities on the  
23 basis of invoices and submittals as set forth hereunder.
- 24 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in  
25 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and  
26 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that  
27 unallowable costs are not reimbursed.
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1 5.1.3. No reimbursement shall be made to a Party during any period of time within  
2 which that Party is in default on filing any informational or financial reports  
3 required by County. County, through its Sheriff's Office, shall make any  
4 necessary adjustments to Party claims to correct for previous overpayments and  
5 disallowances or underpayments.

6 5.1.4. Payments made by County are dependent on the continued availability of grant  
7 funds from DHS passed through CalOES.

8 5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Eight**  
9 **Hundred Thousand Dollars (\$2,800,000.00)**, unless otherwise provided for  
10 under this Agreement.

11 **5.2. Personnel Cost/Rate of Compensation.**

12 5.2.1. During the term of this Agreement, County shall compensate Parties for  
13 preauthorized overtime worked by personnel assigned to perform OPSG  
14 activities.

15 5.2.2. Compensation made by County is based upon available funding and the actual  
16 costs incurred by Parties to provide OPSG activities under this Agreement.

17 **5.3. Method of Payment.**

18 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other  
19 related supporting documentation that represents amounts due under this  
20 Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business  
21 days following the end of each calendar month during the term of this Agreement.

22 5.3.2. Invoices, timesheets and other related supporting documentation must have the  
23 signature of each non-County Party's OPSG Coordinator, or his or her designee,  
24 certifying that the invoices, timesheets, and related documentation are true and  
25 correct.

26 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later  
27 than 5:00 p.m. of the eleventh (11<sup>th</sup>) business day following the end of each  
28 calendar month during the term of this Agreement to:

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

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4 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's  
5 Office will process the request for reimbursement to DHS passed through  
6 CalOES.

7 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS  
8 passed through CalOES, County's Sheriff's Office will submit a claim for  
9 payment to County's Auditor-Controller to pay non-County Parties for the service  
10 agreed to.

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

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

16 5.3.6. Non-County Parties shall maintain payroll records for each and every person  
17 whose costs are reimbursable under this Agreement, to include, at a minimum, the  
18 person's name, classification, duty position, task and regular/overtime hours  
19 worked.

20 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's  
21 Office all payroll records and other records that relate to the services provided  
22 under this Agreement.

23 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities  
24 through procedures to be agreed upon within County.

25 **6. INDEMNIFICATION.**

26 **6.1. Indemnification Related to Workers' Compensation and Employment.**

27 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their  
28 respective officers, employees and agents from any claims, losses, fines, expenses

1 (including attorneys' fees and court costs), costs, damages or liabilities arising  
2 from 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  
27 non-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  
6           solely out of its own acts or omissions in the performance of this  
7           Agreement.
- 8           (b) At each Party's sole discretion, each Party may participate at its own  
9           expense in the defense of any claim, action or proceeding, but such  
10          participation shall not relieve any Party of any obligation imposed by this  
11          Agreement.
- 12          (c) Parties shall notify each other promptly of any claim, action, or  
13          proceeding and cooperate fully in the defense.

14          6.2.2. Claims Arising from Concurrent Acts or Omissions.

- 15          (a) Parties hereby agree to defend themselves from any claim, action or  
16          proceeding arising out of the concurrent acts or omissions of Parties.
- 17          (b) Parties agree to retain their own legal counsel, bear their own defense  
18          costs and waive their right to seek reimbursement of such costs, except as  
19          provided in Paragraph 6.2.4. below.

20          6.2.3. Joint Defense.

- 21          (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in  
22          writing to a joint defense, Parties may appoint joint defense counsel to  
23          defend the claim, action or proceeding arising out of the concurrent acts or  
24          omissions of Parties.
- 25          (b) Joint defense counsel shall be selected by mutual agreement of Parties.
- 26          (c) Parties agree to share the costs of such joint defense and any agreed  
27          settlement in equal amounts, except as provided in Paragraph 6.2.4. below.
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1 (d) Parties agree that no Party may bind the others to a settlement agreement  
2 without the written consent of the others.

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

7 **7. GENERAL PROVISIONS.**

8 **7.1. Independent Contractor Status.**

9 7.1.1. In the performance of services under this Agreement, County and non-County  
10 Parties acknowledge and agree that:

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

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

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

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

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

7.1.5. Non-County Parties do not control the manner and means of performing the work of County officers, agents or employees who perform OPSG activities, nor do non-County Parties have the right to hire or terminate employment of such officers, agents or employees.

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

7.1.7. County shall not 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.

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

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

7.3. **Notices.**

7.3.1. 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:

County Parties:

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

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

1 District Attorney  
2 Imperial County District Attorney's Office  
3 940 West Main Street, Suite 102  
4 El Centro, CA 92243

4 Non-County Parties:

5 California Highway Patrol  
6 Fiscal Management Section  
7 PO Box 942898  
8 Sacramento, CA 94298-2898

California Department of Fish and Wildlife  
Business Management Branch  
1416 Ninth Street, Twelfth Floor  
Sacramento, CA 95814

8 Chief of Police  
9 Brawley Police Department  
10 351 Main Street  
11 Brawley, CA 92227

Chief of Police  
Calexico Police Department  
420 East Fifth Street  
Calexico, CA 92231

11 Chief of Police  
12 Centro Police Department  
13 105 North Eleventh Street  
14 El Centro, CA 92243

Chief of Police  
Imperial Police Department  
420 South Imperial Avenue  
Imperial, CA 92251

14 Chief of Police  
15 Westmorland Police Department  
16 355 South Center  
17 Westmorland, CA 9228

Chief of Police  
Calipatria Police Department  
140 West Main Street  
Calipatria, CA 92233

17 Imperial County Narcotics Task Force  
18 2417 La Brucherie Road, Suite C  
19 Imperial, CA 92251

19 7.3.2. A notice shall be effective:

- 20 (a) On the date of personal delivery if personally delivered before five o'clock  
21 (5:00) p.m. on a business day; or  
22 (b) On the first (1<sup>st</sup>) business day following personal delivery that did not  
23 occur before five o'clock (5:00) p.m. on a business day; or  
24 (c) Two (2) business days following the date the notice is postmarked for mail  
25 delivery; or  
26 (d) On the first (1<sup>st</sup>) business day following delivery to the applicable  
27 overnight courier, if sent by overnight courier for next business day  
28 delivery; or

1 (e) When otherwise actually received.

2 7.4. **Amendment.** This Agreement may be modified or amended only by a written document  
3 signed by all Parties, and no verbal understanding or agreement shall be binding on the  
4 Parties.

5 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations  
6 hereunder without the prior written consent of the other Parties.

7 7.6. **Entire Agreement.**

8 7.6.1. This Agreement constitutes the complete and exclusive statement of agreement  
9 between County and non-County Parties with respect to the subject matter hereto.

10 7.6.2. All prior written and verbal understandings are superseded in total by this  
11 Agreement.

12 7.7. **Construction.**

13 7.7.1. This Agreement will be deemed to have been made and shall be construed,  
14 interpreted, governed, and enforced pursuant to and in accordance with the laws  
15 of the State of California.

16 7.7.2. The headings and captions used in this Agreement are for convenience and ease  
17 of reference only, and shall not be used to construe, interpret, expand or limit the  
18 terms of the Agreement and shall not be construed against any one (1) Party.

19 7.8. **Waiver.**

20 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to  
21 be performed by County or non-County Parties shall not be construed as a waiver  
22 of any succeeding breach of the same or other covenants, agreements, restrictions  
23 or conditions of this Agreement.

24 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this  
25 Agreement shall not be considered a waiver of any right to do so, whether for that  
26 breach or any subsequent breach.

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1 7.8.3. The acceptance by County or non-County Parties of either performance or  
2 payment shall not be considered a waiver of any other Party's preceding breach of  
3 this Agreement.

4 **7.9. Authority to Enter Into Agreement.**

5 7.9.1. County and non-County Parties have all requisite power and authority to conduct  
6 their respective business and to execute, deliver and perform the Agreement.

7 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the  
8 legal power, right and authority to make this Agreement and to bind each  
9 respective Party.

10 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement  
11 this Agreement.

12 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each  
13 of which shall be deemed to be an original, but all of which together shall constitute one  
14 (1) and the same instrument.

15 **7.12. Severability.**

16 7.12.1. This Agreement is subject to all applicable laws and regulations.

17 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,  
18 or is agreed upon by the Parties, to be in conflict with any law or regulation, then  
19 the conflicting provision shall be considered null and void.

20 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit  
21 of this Agreement to any Party is lost, then the Agreement may be terminated at  
22 the option of the affected Party, with the notice as required in this Agreement.

23 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall  
24 continue in full force and effect.

25 **7.13. Legislative Changes.** If any changes are made to laws or regulations under which this  
26 Agreement is made, or to any successor legislation or regulations, or if DHS passed  
27 through CalOES imposes any budget requirements or limitations applicable to this  
28 Agreement and the services to be provided hereunder, then:

1 7.13.1. To the extent any of the changes are of mandatory application, such change(s)  
2 shall apply to the Parties and this Agreement, and this Agreement shall be deemed  
3 to be amended to be consistent with such change(s) except to the extent that such  
4 change(s) alter(s) a material provision of this Agreement, in which case, such  
5 material provision shall be voidable, and the Parties will negotiate in good faith to  
6 amend the Agreement as necessary; and

7 7.13.2. To the extent any of the changes are not of mandatory application, such change(s)  
8 shall not affect this Agreement or the rights or obligations of County and non-  
9 County Parties under this Agreement, unless Parties mutually agree to subject  
10 themselves to such change(s).

11 **7.14. Representation.**

12 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of  
13 Probation shall be represented by their respective OPSG Coordinators, or their  
14 designees, in all discussions pertaining to this Agreement.

15 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,  
16 or their designees, in all discussions pertaining to this Agreement.

17 **7.15. Dispute Resolution Concerning Services and Payment.** In the event of any dispute  
18 concerning services and payment arising from this Agreement, Parties' OPSG  
19 Coordinators, or their respective designees, will meet and confer within ten (10) business  
20 days after receiving notice of the dispute to resolve the dispute.

21 **7.16. Termination of Funding.**

22 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is  
23 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall  
24 be considered null and void, and Parties shall no longer be required to provide  
25 OPSG activities as described herein.

26 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is  
27 terminated, Parties shall meet immediately, and if agreed upon by Parties,  
28

1 mutually develop and implement, within a reasonable period, a transition plan for  
2 the provision of OPSG activities through alternate means.

3 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

4 **8. SPECIAL PROVISIONS.**

5 **8.1. Lobbying and Political Activities.**

6 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for  
7 persons entering into a contract, grant, loan, or cooperative agreement from an  
8 agency or requests or receives from an agency a commitment providing for the  
9 United States to insure or guarantee a loan, each Party independently certifies  
10 that:

11 (a) No federal appropriated funds have been paid for or will be paid, by or on  
12 behalf of the undersigned, to any person for influencing or attempting to  
13 influence an officer or employee of an agency, a Member of Congress, an  
14 officer or employee of Congress, or an employee of a Member of  
15 Congress in connection with the awarding of any Federal contract, the  
16 making of any federal grant, the making of any federal loan, the entering  
17 into of any cooperative agreement, and the extension, continuation,  
18 renewal, amendment, or modification of any federal contract, grant, loan,  
19 or cooperative agreement.

20 (b) If any funds other than federal appropriated funds have been paid or will  
21 be paid to any person for influencing or attempting to influence an officer  
22 or employee of any agency, a Member of Congress, an officer or  
23 employee of Congress, or an employee of a Member of Congress in  
24 connection with this federal contract, grant, loan, or cooperative  
25 agreement, the undersigned shall complete and submit Standard Form-  
26 LLL, "Disclosure Form to Report Lobbying," in accordance with its  
27 instructions.  
28

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

6 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5  
7 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of  
8 employees whose principal employment activities are funded in whole or in part  
9 with federal funds.

10 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or  
11 indirectly, to support the enactment, repeal, modification, or adoption of any law,  
12 regulation, or policy without the express written approval from Cal OES or the  
13 federal awarding agency.

14 **8.2. Debarment and Suspension.**

15 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or  
16 suspending those persons deemed irresponsible in their dealings with the federal  
17 government. Each Party independently certifies that it and its principal,  
18 subgrantees, recipients, or subrecipients:

19 (a) Are not presently debarred, suspended, proposed for debarment, declared  
20 ineligible, or voluntarily excluded from covered transactions by any  
21 federal department or agency;

22 (b) Have not within a three-year period preceding this Agreement, been  
23 convicted of or had a civil judgment rendered against them for  
24 commission of fraud or a criminal offense in connection with obtaining,  
25 attempting to obtain, or performing a public (federal, state, or local)  
26 transaction or contract under a public transaction; violation of federal or  
27 state antitrust statutes or commission of embezzlement, theft, forgery,  
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bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

**9. 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 have executed this Agreement on the day and year first above written.

**COUNTY OF IMPERIAL  
SHERIFF'S OFFICE**  
  
By: Raymond Loera  
Raymond Loera  
Sheriff


**COUNTY OF IMPERIAL  
DEPARTMENT OF PROBATION**  
  
By: Daniel Prince  
Daniel Prince  
Chief Probation Officer

**COUNTY OF IMPERIAL  
DISTRICT ATTORNEY'S OFFICE**  
  
By: Gilbert G. Otero  
Gilbert G. Otero  
District Attorney

**IMPERIAL COUNTY NARCOTICS  
TASK FORCE**  
  
By: Gilbert G. Otero  
Gilbert G. Otero  
Imperial County District Attorney

[Signatures continued on next page]

1 CALIFORNIA HIGHWAY PATROL  
2 CALEXICO OFFICE,  
3 EL CENTRO OFFICE,  
4 INDIO OFFICE,  
5 WINTERHAVEN OFFICE

6 By:   
7 ~~Jim Abele~~ OMAR J. WATSON  
8 Chief

CALIFORNIA DEPARTMENT OF FISH  
AND WILDLIFE,  
BUSINESS MANAGEMENT BRANCH

By: \_\_\_\_\_  
Melinda Peacock  
Section Chief

9 CITY OF BRAWLEY  
10 POLICE DEPARTMENT

11 By:   
12 Robert Sawyer  
13 Chief

CITY OF CALEXICO  
POLICE DEPARTMENT

By:   
Gonzalo C. Gerardo  
Chief

14 CITY OF EL CENTRO  
15 POLICE DEPARTMENT

16 By: \_\_\_\_\_  
17 Brian P. Johnson  
18 Chief


CITY OF IMPERIAL  
POLICE DEPARTMENT

By: \_\_\_\_\_  
Leonard J. Barra  
Chief

19 CITY OF WESTMORLAND  
20 POLICE DEPARTMENT

21 By:   
22 Lawrence "Larry" Ritchie  
23 Mayor CHIEF PERRY MONITA

CITY OF CALIPATRIA  
POLICE DEPARTMENT

By:   
Lynn A. Mara  
Chief

24 APPROVED AS TO FORM:

25 Sarah Sauer  
26 County Counsel

27 By: \_\_\_\_\_  
28 Lisa Sanchez  
Deputy County Counsel