


DATE SUBMITTED 02/13/2019
 SUBMITTED BY Police Chief
 DATE ACTION REQUIRED 02/20/2019

Agenda Item No E-5
 CITY 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: HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) MEMORANDUM OF UNDERSTANDING (MOU). <p align="center">1. APPROVE AMENDMENT NUMBER 2 TO THE MOU.</p>	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY: The City of Imperial entered into the HIDTA MOU in January 2016. Amendment No. 1 was approved February 2018 and was updated to add the California Department of Corrections and Rehabilitation. Amendment No. 2 to the HIDTA MOU has been updated to add California Highway Patrol and the cities of Carlsbad, Coronado, El Cajon, Escondido, La Mesa and Oceanside.	
FISCAL IMPACT: None	
STAFF RECOMMENDATION Council approves Amendment No. 2 to the HIDTA MOU.	
MANAGER'S RECOMMENDATION:	MANAGER'S INITIAL _____
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

**AGREEMENT FOR THE
2016 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)
PROGRAM**

AMENDMENT NO. 2

RECITALS

1. **Original Agreement** – On or about June 1, 2017, the PARTIES to the Agreement listed in Amendment Recital 2, below, entered into the AGREEMENT FOR THE 2016 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM ("Agreement") effective retroactively to January 1, 2016 and with an indefinite termination date, subject to various provisions of the Agreement.
2. **Parties To The Agreement** - This Agreement was and continues to be, between the SAN DIEGO IMPERIAL HIGH INTENSITY DRUG TRAFFICKING AREA (SDI HIDTA), the COUNTY OF SAN DIEGO ("COUNTY"), CALIFORNIANS FOR A DRUG FREE YOUTH ("CADFY"), the CITY OF CHULA VISTA ("CITY"), the CALIFORNIA DEPARTMENT OF JUSTICE ("CA DOJ"), the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ("CDCR"), the CITY OF BRAWLEY, the CITY OF EL CENTRO, the CITY OF IMPERIAL, the CITY OF NATIONAL CITY, the CITY OF SAN DIEGO, IMPERIAL COUNTY ("IC"), the SAN DIEGO COUNTY SHERIFF'S DEPARTMENT ("SHERIFF"), and the SAN DIEGO HARBOR POLICE DEPARTMENT ("SDHPD") (collectively the "PARTIES"), for program support of the High Intensity Drug Trafficking Areas ("HIDTA") Program.

2.1 Party Designations

- 2.1.1 CITIES mean CITY, CITY OF BRAWLEY, CITY OF EL CENTRO, CITY OF IMPERIAL, CITY OF NATIONAL CITY, and CITY OF SAN DIEGO.
 - 2.1.2 COUNTIES mean COUNTY and IC.
 - 2.1.3 FISCAL AGENTS means COUNTY, CADFY, and CITY.
 - 2.1.4 PARTICIPATING AGENCIES means CA DOJ, CDCR, IC, CITY OF BRAWLEY, CITY OF EL CENTRO, CITY OF IMPERIAL, CITY OF NATIONAL CITY, CITY OF SAN DIEGO, SAN DIEGO COUNTY SHERIFF'S DEPARTMENT, and SDHPD.
3. **Party Departments or Agencies Participating in this Agreement** - For the COUNTIES, participating agencies are their respective Sheriff's Departments, their District Attorney's Office, their Probation Departments, and their Narcotics Task Force (IC only). For the CITIES, participating agencies are their respective police departments and includes the San Diego Harbor Police Department. The CA DOJ, CADFY, and CDCR do not have party departments or agencies participating in this Agreement.
 4. **Authority To Amend The Agreement** – The SHERIFF is authorized to enter into amendments to the Agreement on behalf of the County pursuant to the June 23, 2015 (3) grant of authority by the Board of Supervisors. The persons signing this Amendment No. 2 on behalf of the CITIES, COUNTIES, FISCAL AGENTS, and PARTICIPATING AGENCIES represent that they have the authority to do so.

THEREFORE, the PARTIES agree to the following:

AMENDMENTS TO THE AGREEMENT

- A. **The Agreement's paragraph 1. "PARTIES TO THE AGREEMENT"** are amended to include the CALIFORNIA HIGHWAY PATROL ("CHP"), the CITY OF CARLSBAD, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, and the CITY OF OCEANSIDE.
- B. **The Agreement's sub subparagraph "1.1.1" is amended to read:**
CITIES mean CITY, CITY OF BRAWLEY, CITY OF CARLSBAD, CITY OF CORONADO, CITY OF EL CAJON, CITY OF EL CENTRO, CITY OF ESCONDIDO, CITY OF IMPERIAL, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, and CITY OF SAN DIEGO.
- C. **The Agreement's sub subparagraph "1.1.4" is amended to read:**
PARTICIPATING AGENCIES means CA DOJ, CDCR, CHP, CITY OF BRAWLEY, CITY OF CARLSBAD, CITY OF CORONADO, CITY OF EL CAJON, CITY OF EL CENTRO, CITY OF ESCONDIDO, CITY OF IMPERIAL, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, CITY OF SAN DIEGO, IC, SAN DIEGO COUNTY SHERIFF'S DEPARTMENT, and SDHPD.
- D. **The Agreement's sub subparagraph "1.2.3" is amended to read:**
The CA DOJ, CADFY, CDCR, and CHP do not have party departments or agencies participating in this Agreement.
- E. **The Agreement's paragraph 7.2 "Notices" is amended to add CHP, CITY OF CARLSBAD, CITY OF CORONADO, CITY OF EL CAJON, CITY OF ESCONDIDO, CITY OF LA MESA, and CITY OF OCEANSIDE under "To PARTICIPATING AGENCIES":**

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

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
El Cajon Police Department
100 Civic Center Way
El Cajon, CA 92020

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

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

Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92058

- F. Except as otherwise provided by this AMENDMENT NO. 2, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.

EXECUTION

This AMENDMENT NO. 2 may be signed 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.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this AMENDMENT NO. 2 to the original Agreement, such AMENDMENT NO. 2 being effective December 1, 2018, unless otherwise specified.

**SAN DIEGO IMPERIAL HIGH INTENSITY
DRUG TRAFFICKING AREA**

David L. King
Director

**CITY OF CHULA VISTA
POLICE DEPARTMENT**

Roxana Kennedy
Chief

CALIFORNIANS FOR A DRUG FREE YOUTH

John Redman
Executive Director

**SAN DIEGO COUNTY SHERIFF'S
DEPARTMENT**

William D. Gore
Sheriff

BRAWLEY POLICE DEPARTMENT

Robert Sawyer
Chief

CALIFORNIA DEPARTMENT OF JUSTICE

Guillermo Auyon
Special Agent in Charge

CARLSBAD POLICE DEPARTMENT

Neil Gallucci
Chief

EL CAJON POLICE DEPARTMENT

Jeff Davis
Chief

ESCONDIDO POLICE DEPARTMENT

Craig Carter
Chief

IMPERIAL COUNTY PROBATION DEPARTMENT

Daniel Prince
Chief Probation Officer

IMPERIAL POLICE DEPARTMENT

Leonard J. Barra
Chief

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION

Jon Stern
Chief Deputy Regional Administrator

CALIFORNIA HIGHWAY PATROL

Don Goodbrand
Interim Chief

CORONADO POLICE DEPARTMENT

Chuck Kaye
Chief

EL CENTRO POLICE DEPARTMENT

Brian P. Johnson
Chief

IMPERIAL COUNTY DISTRICT ATTORNEY'S OFFICE

Gilbert G. Otero
District Attorney

IMPERIAL COUNTY SHERIFF'S OFFICE

Raymond Loera
Sheriff

IMPERIAL VALLEY NARCOTIC TASK FORCE

Mike Loyd
Commander

LA MESA POLICE DEPARTMENT

Walt Vasquez
Chief

OCEANSIDE POLICE DEPARTMENT

Frank McCoy
Chief

SAN DIEGO COUNTY DISTRICT ATTORNEY

Summer Stephan
District Attorney

SAN DIEGO POLICE DEPARTMENT

David Nisleit
Chief

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Mark Day
Senior Deputy

NATIONAL CITY POLICE DEPARTMENT

Manuel Rodriguez
Chief

SAN DIEGO COUNTY PROBATION DEPARTMENT

Adolfo Gonzales
Chief Probation Officer

SAN DIEGO HARBOR POLICE DEPARTMENT

Mark Stainbrook
Chief

Approved as to form:
MARA W. ELLIOTT, SAN DIEGO CITY ATTORNEY

Linda L. Peter
Deputy City Attorney

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**AGREEMENT FOR THE
2016 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)
PROGRAM**

AMENDMENT NO. 1

RECITALS

- 1. Original Agreement** – On or about June 1, 2017, the PARTIES to the Agreement listed in Amendment Recital 2, below, entered into the AGREEMENT FOR THE 2016 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM ("Agreement") effective retroactively to January 1, 2016 and with an indefinite termination date, subject to various provisions of the Agreement.

- 2. Parties To The Agreement** - This Agreement was and continues to be, between the SAN DIEGO IMPERIAL HIGH INTENSITY DRUG TRAFFICKING AREA (SDI HIDTA), the COUNTY OF SAN DIEGO ("COUNTY"), CALIFORNIANS FOR A DRUG FREE YOUTH ("CADFY"), the CITY OF CHULA VISTA ("CITY"), the CALIFORNIA DEPARTMENT OF JUSTICE ("CA DOJ"), the CITY OF BRAWLEY, the CITY OF EL CENTRO, the CITY OF IMPERIAL, the CITY OF NATIONAL CITY, the CITY OF SAN DIEGO, IMPERIAL COUNTY ("IC"), the SAN DIEGO COUNTY SHERIFF'S DEPARTMENT ("SHERIFF"), and the SAN DIEGO HARBOR POLICE DEPARTMENT ("SDHPD") (collectively the "PARTIES"), for program support of the High Intensity Drug Trafficking Areas ("HIDTA") Program.
 - 2.1 Party Designations**
 - 2.1.1 CITIES mean CITY, CITY OF BRAWLEY, CITY OF EL CENTRO, CITY OF IMPERIAL, CITY OF NATIONAL CITY, and CITY OF SAN DIEGO.
 - 2.1.2 COUNTIES mean COUNTY and IC.
 - 2.1.3 FISCAL AGENTS means COUNTY, CADFY, and CITY.
 - 2.1.4 PARTICIPATING AGENCIES means CA DOJ, IC, CITY OF BRAWLEY, CITY OF EL CENTRO, CITY OF IMPERIAL, CITY OF NATIONAL CITY, CITY OF SAN DIEGO, SAN DIEGO COUNTY SHERIFF'S DEPARTMENT, and SDHPD.

- 3. Party Departments or Agencies Participating in this Agreement** - For the COUNTIES, participating agencies are their respective Sheriff's Departments, their District Attorney's Office, their Probation Departments, and their Narcotics Task Force (IC only). For the CITIES, participating agencies are their respective police departments and includes the San Diego Harbor Police Department. The CA DOJ and CADFY do not have party departments or agencies participating in this Agreement.

- 4. Authority To Amend The Agreement** – The SHERIFF is authorized to enter into amendments to the Agreement on behalf of the County pursuant to the June 23, 2015 (3) grant of authority by the Board of Supervisors. The persons signing this Amendment No. 1 on behalf of the CITIES, COUNTIES, FISCAL AGENTS, and PARTICIPATING AGENCIES represent that they have the authority to do so.

THEREFORE, the PARTIES agree to the following:

AMENDMENTS TO THE AGREEMENT

- A. The Agreement's paragraph 1. "PARTIES TO THE AGREEMENT" and sub subparagraph 1.1.4 "PARTICIPATING AGENCIES" are amended to include the California Department of Corrections and Rehabilitation ("CDCR").**
- B. The Agreement's sub subparagraph "1.2.3" is amended to read:**
The CA DOJ, CADFY, and CDCR do not have party departments or agencies participating in this Agreement.
- C. The Agreement's paragraph 7.2 "Notices" is amended to add CDCR under "To PARTICIPATING AGENCIES":**

Chief Deputy Regional Administrator
Division of Adult Parole Operations
California Department of Corrections and Rehabilitation
P. O. Box 6000
Rancho Cucamonga, CA 91729-6000
- D. Except as otherwise provided by this AMENDMENT NO. 1, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.**

EXECUTION

This AMENDMENT NO. 1 may be signed 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.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this AMENDMENT NO. 1 to the original Agreement, such AMENDMENT NO. 1 being effective June 1, 2017, unless otherwise specified.

**SAN DIEGO IMPERIAL HIGH INTENSITY
DRUG TRAFFICKING AREA**

CALIFORNIANS FOR A DRUG FREE YOUTH

David L. King
Director

John Redman
Executive Director

**CITY OF CHULA VISTA
POLICE DEPARTMENT**

**SAN DIEGO COUNTY SHERIFF'S
DEPARTMENT**

Roxana Kennedy
Chief

William D. Gore
Sheriff

BRAWLEY POLICE DEPARTMENT

Kelly Brown
Interim Chief

CALIFORNIA DEPARTMENT OF JUSTICE

Sara Campbell
Special Agent in Charge

IMPERIAL POLICE DEPARTMENT

Leonard J. Barra
Chief

IMPERIAL COUNTY PROBATION DEPARTMENT

Daniel Prince
Chief Probation Officer

IMPERIAL VALLEY NARCOTIC TASK FORCE

Mike Loyd
Commander

SAN DIEGO COUNTY PROBATION DEPARTMENT

Adolfo Gonzales
Chief Probation Officer

SAN DIEGO HARBOR POLICE DEPT.

Mark Stainbrook
Acting Chief

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION

Jon Stern
Chief Deputy Regional Administrator

EL CENTRO POLICE DEPARTMENT

Alvaro Ramirez
Interim Chief

IMPERIAL COUNTY DISTRICT ATTORNEY'S OFFICE

Gilbert G. Otero
District Attorney

IMPERIAL COUNTY SHERIFF'S OFFICE

Raymond Loera
Sheriff

NATIONAL CITY POLICE DEPARTMENT

Manuel Rodriguez
Chief

SAN DIEGO COUNTY DISTRICT ATTORNEY

Summer Stephan
District Attorney

SAN DIEGO POLICE DEPARTMENT

Shelley Zimmerman
Chief

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Approved as to form:
**MARA W. ELLIOTT, SAN DIEGO CITY
ATTORNEY**

Mark Day
Senior Deputy

Linda L. Peter
Deputy City Attorney

###

**AGREEMENT FOR THE
2016 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)
PROGRAM**

1. PARTIES TO THE AGREEMENT

This Agreement is between the SAN DIEGO IMPERIAL HIGH INTENSITY DRUG TRAFFICKING AREA (SDI HIDTA), the COUNTY OF SAN DIEGO ("COUNTY"), CALIFORNIANS FOR A DRUG FREE YOUTH ("CADFY"), the CITY OF CHULA VISTA ("CITY"), the CALIFORNIA DEPARTMENT OF JUSTICE ("CA DOJ"), the CITY OF BRAWLEY, the CITY OF EL CENTRO, the CITY OF IMPERIAL, the CITY OF NATIONAL CITY, the CITY OF SAN DIEGO, IMPERIAL COUNTY ("IC"), the SAN DIEGO COUNTY SHERIFF'S DEPARTMENT ("SHERIFF"), and the SAN DIEGO HARBOR POLICE DEPARTMENT ("SDHPD") (collectively the "PARTIES"), for program support of the High Intensity Drug Trafficking Areas ("HIDTA") Program.

1.1 Party Designations

1.1.1 CITIES mean CITY, CITY OF BRAWLEY, CITY OF EL CENTRO, CITY OF IMPERIAL, CITY OF NATIONAL CITY, and CITY OF SAN DIEGO.

1.1.2 COUNTIES mean COUNTY and IC.

1.1.3 FISCAL AGENTS means COUNTY, CADFY, and CITY.

1.1.4 PARTICIPATING AGENCIES means CA DOJ, IC, CITY OF BRAWLEY, CITY OF EL CENTRO, CITY OF IMPERIAL, CITY OF NATIONAL CITY, CITY OF SAN DIEGO, SAN DIEGO COUNTY SHERIFF'S DEPARTMENT, and SDHPD.

1.2 Party Departments or Agencies Participating in this Agreement

1.2.1 For the COUNTIES, participating agencies are their respective Sheriff's Departments, their District Attorney's Office, their Probation Departments, and their Narcotics Task Force (IC only).

1.2.2 For the CITIES, participating agencies are their respective police departments and includes the San Diego Harbor Police Department.

1.2.3 The CA DOJ and CADFY do not have party departments or agencies participating in this Agreement.

The service and obligation of PARTIES and their participating departments are set forth herein.

2. RECITALS

2.1 WHEREAS, FISCAL AGENTS are recipients of HIDTA Program funds from the Executive Office of the President, Office of National Drug Control Policy ("ONDCP"), under the Fiscal Year 2016 High Intensity Drug Trafficking Area ("HIDTA") Program, Federal CFDA Number 95.001; and

2.2 WHEREAS, FISCAL AGENTS of the HIDTA Program funds are responsible for reimbursing PARTICIPATING AGENCIES pursuant to current HIDTA Program Policy and ONDCP approved budgets in the SDI HIDTA's Financial Management System; and

2.3 WHEREAS, on June 02, 2006, the County of San Diego Board of Supervisors authorized the COUNTY to enter into an agreement with the SDI HIDTA to serve as the fiscal agent for the HIDTA Program; and

2.4 WHEREAS, reprogramming of intra-agency or intra-initiative funds requires different levels of approval based on the amount to be reprogrammed pursuant to HIDTA Program Policy 6.10.1 Reprogramming Approval Authority, attached hereto as Exhibit A; and

2.5 WHEREAS, HIDTA Program funds shall be used to reimburse PARTICIPATING AGENCIES for positions and other expenses authorized and budgeted by the HIDTA Executive Board and approved by ONDCP; and

2.6 WHEREAS, PARTICIPATING AGENCIES shall certify quarterly, on their agency letterhead, using language provided by ONDCP, that positions funded by HIDTA for salary and benefits, would be vacant if not for HIDTA Program funds, attached hereto as Exhibit B; and

2.7 WHEREAS, PARTIES to this Agreement are contractors and not sub-recipients pursuant to 2 CFR 200.330; http://www.ecfr.gov/cgi-bin/text-idx?SID=ef1443390d63156252768f89e5c4e50b&mc=true&node=se2.1.200_1330&rgn=div8; and

2.8 WHEREAS, PARTIES accept all standards and conditions of the HIDTA Program grant, HIDTA Program Policy, and all requirements of 2 CFR 200-Uniform Administrative Requirements, Subpart E-Cost Principles, and Subpart F-Audit Requirements; http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; and

2.9 WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 6 dated November 17, 2015, approved and authorized SHERIFF to accept and administer HIDTA Program grant funds on behalf of the SDI HIDTA, including contracting for services during the project period beginning January 1, 2016 through December 31, 2017 and future grant project periods for as long as the HIDTA Program funds are administered by the COUNTY; and

2.10 WHEREAS, the CADFY and the CITY, by action of signing this Agreement, shall administer HIDTA Program funds on behalf of the SDI HIDTA; and

2.11 WHEREAS, Government Code §55632 authorizes SHERIFF and CITIES through its respective police departments, to contract with SDI HIDTA for provision of joint law enforcement services; and

2.12 WHEREAS, PARTIES agree to maintain and retain for audit and inspection, documentation supporting all expenditures reimbursed from HIDTA Program funds in accordance with HIDTA Program requirements; ensure all expenditures are allowable under grant requirements; and, adhere to its jurisdiction's authorized procurement methods.

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NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that the ONDCP will fund, and FISCAL AGENTS will reimburse, PARTICIPATING AGENCIES that provide a level of HIDTA Program services, as set forth in this Agreement.

AGREEMENT

1. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the ONDCP Fiscal Year 2016 HIDTA State and Local Initiative Funding proposal and grant award requirements.

2. SCOPE OF SERVICES

2.1 Method of Service Delivery

FISCAL AGENTS will administer the HIDTA Program funds and will reimburse PARTICIPATING AGENCIES for costs incurred per this Agreement. The HIDTA Program will be staffed as described in section IV. – Standards of Service: Obligations of the Parties.

2.2 Overview of Basic Services

PARTICIPATING AGENCIES will provide HIDTA activities ("Activities") consistent with those contained in the annual Initiative Proposal and Budget approved for funding by the HIDTA Executive Board and ONDCP each year. Changes shall not be made in the subject or the proposed objectives and products of Initiative activities without prior written approval from the HIDTA Director acting on behalf of the Executive Board.

3. TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on January 1, 2016, and shall continue in effect until terminated.

3.2 Termination

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

4. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

4.1 Anticipated Outcome

The anticipated outcome of the Activities to be provided by PARTICIPATING AGENCIES under this Agreement is to cooperate in reducing drug trafficking through joint operational and supporting initiatives to deter, dismantle, and ultimately destroy the most significant Drug Trafficking Organization (DTO's), their supporting transportation, and money laundering organizations in the San Diego and Imperial county regions.

4.2 Personnel Qualifications and Assignment

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

PARTICIPATING AGENCIES shall provide the HIDTA Program with qualified personnel to meet performance standards and scope of service defined herein.

4.2.1 Parties' Discretion

The management; direction; supervision; standards of performance; discipline; and, all other matters incident to the performance of such services by personnel of each PARTICIPATING AGENCY, shall be performed by and be the responsibility of that personnel's PARTICIPATING AGENCY in that PARTICIPATING AGENCY'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTICIPATING AGENCY shall be the appointing authority for their personnel provided to the HIDTA Program by this Agreement. No PARTY shall have any liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in another PARTY'S performance of this Agreement.

4.3 Designated Coordinators

Each PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4.4 Staffing for Basic Services

PARTICIPATING AGENCIES shall ensure that adequate numbers of their qualified respective personnel are provided to 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.

4.4.1 PARTICIPATING AGENCIES shall have position descriptions on file for their personnel participating in Activities.

5. COST OF SERVICES/CONSIDERATION

5.1 General

As full consideration for the satisfactory performance and completion by PARTICIPATING AGENCIES of Activities set forth in this Agreement, FISCAL AGENTS shall reimburse PARTICIPATING AGENCIES for personnel assigned to the HIDTA Program performing Activities on the basis of invoices and submittals as set forth hereunder. Such payments by FISCAL AGENTS are dependent on the continued availability of funds from the ONDCP.

5.2 Personnel Costs/Rate of Compensation

FISCAL AGENTS shall compensate PARTICIPATING AGENCIES for regular and overtime hours worked by personnel assigned to perform Activities based upon available funding and the actual costs incurred by PARTICIPATING AGENCIES to provide Activities under this Agreement, including other costs up to the approved ONDCP Budget amounts and per HIDTA approved policies.

5.3 Method of Payment

PARTICIPATING AGENCIES shall invoice at least once per quarter for expenditures incurred for each initiative separately, by category, and with timesheets and other related supporting documentation attached to the invoice that represent amounts due under this Agreement to: San Diego

Imperial HIDTA, 600 B Street, Suite 1450, San Diego, CA 92101, or, through email toclaims@sdi.hidta.org. Equipment costing \$5,000 or more, including software, should be identified by item quantity, description, model, serial number, and cost.

5.3.1 Within sixty (60) business days upon receipt of valid invoice and all supporting documentation, FISCAL AGENTS will reimburse PARTICIPATING AGENCIES for the Basic Services agreed to.

5.3.2. PARTICIPATING AGENCIES shall maintain payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, and regular and overtime hours worked. Upon reasonable request, PARTICIPATING AGENCIES shall make all payroll records and any other records that relate to the Basic Services provided under this Agreement available to FISCAL AGENTS and SDI HIDTA for audit and inspection.

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

6.1 Workers Compensation and Employment

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

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

PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising solely 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.

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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 6.2.4 below. PARTIES further agree that neither PARTY may bind the other PARTIES to a settlement agreement without that PARTY'S written consent.

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 Independent Contractor Status

In the performance of services under this Agreement, each PARTY acknowledges and agrees that the other PARTIES and their respective officers, agents, and/or employees shall be deemed independent contractors and not officers, agents, or employees of that PARTY.

PARTIES have no authority of any kind to bind the other PARTIES in any respect whatsoever, nor shall PARTIES act or attempt to act, or represent themselves directly or by implication as an agent of another PARTY, or in any manner, assume or create, or attempt to assume or create, any obligation on behalf of, or, in the name of, another PARTY.

7.2 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 SDI HIDTA:
Director
San Diego-Imperial HIDTA
600 B Street, Suite 1450
San Diego, CA 92101

To PARTICIPATING AGENCIES:
Director
Californians for Drug Free Youth
600 B Street, Suite 1450
San Diego, CA 92101

Chief of Police
Chula Vista Police Department
276th Fourth Avenue
Chula Vista, CA 91910

Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193-9062

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

Chief of Police
El Centro Police Department
1275 Main Street
El Centro, CA 92243

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

Sheriff
Imperial County Sheriff's Office
328 Applestill Road
El Centro, CA 92243

Chief of Police
National City Police Department
1200 National City Boulevard
National City, CA 91950

District Attorney
San Diego County District Attorney
330 West Broadway
San Diego, CA 92101

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

Special Agent in Charge
California Department of Justice
9425 Chesapeake Drive
San Diego, CA 92123

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

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

Commander
Imperial County Narcotic Task Force
2147 La Brucherie Road, Suite C
Imperial, CA 92251

Chief of Probation
San Diego County Probation Department
9444 Balboa Avenue, Suite 500
San Diego, CA 92123

Chief of Harbor Police
San Diego Harbor Police Department
3380 North Harbor Drive
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.

###

7.3 Amendment; Assignment

This Agreement may be modified or amended only by a written document signed by the PARTIES, and no oral understanding or agreement shall be binding on the PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTY.

7.4 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

7.5 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.

7.6 Waiver

A waiver by any PARTY of a breach of any of the covenants to be performed by another PARTY 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 any PARTY of either performance or payment shall not be considered a waiver of any other PARTY'S preceding breach of this Agreement.

7.7 Authority to Enter Agreement

Each PARTY shall 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

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. COUNTY through SHERIFF will provide PARTIES with a copy of this Agreement once fully executed.

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 Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the ONDCP imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of PARTIES under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

7.12 Representation

FISCAL AGENTS and PARTICIPATING AGENCIES' Commander, District Attorney, Police Chief, Sheriff, or Special Agent in Charge, or their respective designee, shall represent their agency in all discussions pertaining to this Agreement. SDI HIDTA's Director, or their respective designee, shall represent SDI HIDTA in all discussions pertaining to this Agreement.

7.13 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the representatives described in paragraph 7.12 will meet and confer within ten (10) ten business days after receiving notice of the dispute to resolve the dispute.

7. 14 Termination of Funding

In the event that funding for reimbursement of costs related to HIDTA Activities is terminated by ONDCP, this Agreement in its entirety shall be considered null and void and PARTIES shall no longer be required to provide HIDTA Activities as described herein. In such event, the PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Activities through alternate means.

7.15 Obligation

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

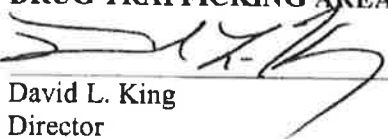
7.16 California Law

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 approve and agree to the terms of this Agreement, effective January 1, 2016, unless otherwise specified.

**SAN DIEGO IMPERIAL HIGH INTENSITY
DRUG TRAFFICKING AREA**


David L. King
Director

**CITY OF CHULA VISTA
POLICE DEPARTMENT**

ATTACHED

Roxana Kennedy
Chief

BRAWLEY POLICE DEPARTMENT

ATTACHED

Michael Crankshaw
Chief

EL CENTRO POLICE DEPARTMENT

ATTACHED

Eddie Silva Madueño
Chief

**IMPERIAL COUNTY DISTRICT
ATTORNEY'S OFFICE**

ATTACHED

Gilbert G. Otero
District Attorney

**IMPERIAL COUNTY SHERIFF'S
OFFICE**

ATTACHED

Raymond Loera
Sheriff

CALIFORNIANS FOR A DRUG FREE YOUTH

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John Redman
Director

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Sara Campbell
Special Agent in Charge

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**IMPERIAL COUNTY PROBATION
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Daniel Prince
Chief Probation Officer

**IMPERIAL VALLEY NARCOTIC TASK
FORCE**

ATTACHED

Mike Loyd
Commander

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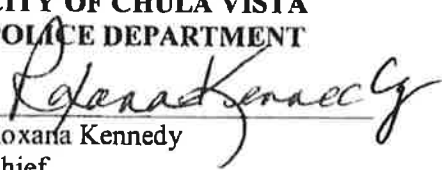
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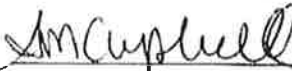
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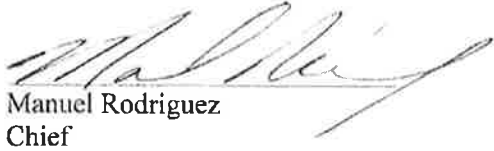
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NATIONAL CITY POLICE DEPARTMENT


Manuel Rodriguez
Chief

SAN DIEGO COUNTY DISTRICT ATTORNEY

ATTACHED

Bonnie Dumanis
District Attorney

SAN DIEGO POLICE DEPARTMENT

ATTACHED

Shelley Zimmerman
Chief

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

ATTACHED

Mark Day
Senior Deputy

SAN DIEGO COUNTY PROBATION DEPARTMENT

ATTACHED

Adolfo Gonzales
Chief Probation Officer

SAN DIEGO HARBOR POLICE DEPARTMENT

ATTACHED

John Bolduc
Chief

Approved as to form:
MARA W. ELLIOTT, SAN DIEGO CITY ATTORNEY

ATTACHED

Michelle A. Garland
Deputy City Attorney

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Deputy City Attorney

###

EXHIBIT A

international travel of Federal employees.

6.9 PROHIBITED USES OF HIDTA FUNDS

OMB Circular A-87 and 21 CFR 1403 contain Federal regulations governing the expenditure of Federal funds. In addition to the disallowable items listed in OMB Circular A-87 Attachment B, ONDCP prohibits the use of HIDTA funds for the following purposes:

- Clothing or clothing allowances
- Food and beverage items, including coffee makers
- Personal hygiene or medication items, except for: (1) items such as toilet paper, hand-towels, soap, and other items that are standard supplies for an office; and (2) special hygiene products for the mitigation of risks from contact with communicable pathogens or hazardous substances that arise from tasks performed by HIDTA participants, e.g. - disinfectant wipes and liquids used after handling persons, evidence, seized materials, or exercising a search warrant.
- Professional association or bar dues
- Promotional or representational items (e.g., hats, pins, T-shirts, or other memorabilia)
- Gifts, except for plaques and other commemorative items not exceeding \$150 awarded to recognize service to a HIDTA initiative(s) or the HIDTA program
- Real property
- Travel that does not clearly benefit the HIDTA program
- Weapons and holsters
- Ammunition
- Standard issue departmental-type raid/tactical gear

6.10 REPROGRAMMING

ONDCP awards funds based on a review and assessment of the HIDTA Strategy and the Initiatives described in the annual budget proposals submitted to ONDCP. Consequently, with the exception of funds reprogrammed following the procedures described below, HIDTA program funds must be used by recipients to carry out only those activities approved by ONDCP.

There are two levels of reprogramming: Level A reprogramming, which requires approval from ONDCP before the proposed reprogramming can be executed; and Level B reprogramming, which can be approved by the HIDTA Director subject to procedures established by the HIDTA's Executive Board. Only ONDCP and HIDTA Directors are authorized to approve a reprogramming. Participating agencies and initiative supervisors do not have approval authority for reprogramming of HIDTA funds.

6.10.1 Approval Authority

6.10.1.1 Level "A" Reprogramming – ONDCP Approval Required

6.10.1.1.1 Changes to Grant or Transfer Totals

Approval from ONDCP is required for any proposed reprogramming that involves moving funding from a Federal agency or state, local, or

tribal grantee to another Federal agency or state, local, or tribal grantee. Such reprogramming may require an amendment to the total amount of funds awarded to a grantee or the amount of funds transferred to a Federal agency. Because both of these actions require changes to account balances established by ONDCP with the Department of the Treasury, any such reprogramming, regardless of the amount involved, must be approved by ONDCP.

6.10.1.1.2 Substantial Changes to Initiative Budgets

- Initiatives with budgets of \$100,000 or more – Approval from ONDCP is required for any reprogramming of an amount equal to or greater than 20 percent of the initiative's currently approved budget.
- Initiatives with budgets of less than \$100,000 – Approval from ONDCP is required for any reprogramming of an amount equal to or greater than 35 percent of the initiative's currently approved budget.

6.10.1.2 Level "B" Reprogramming – HIDTA Director Approval

HIDTA Directors and SWB Regional Directors, subject to procedures established by the Executive Board, may approve any reprogramming not subject to the requirements for a Level A reprogramming.

6.10.2 Reprogramming Deadlines

6.10.2.1 Federal Reprogrammings

Requests to reprogram funds from one Federal agency to another or between a Federal agency and a state or local agency will be collated and processed on September 30th, December 31st, and March 31st. The final deadline for such reprogramming is March 31st of the final year following the appropriation of the funds. In other words, if the grant is a 2-year award, the reprogramming must be submitted by March 31st of the second year of the award. Requests for an unexpected or urgent reprogramming will be considered by ONDCP.

6.10.2.2 Terminated Initiatives

If an Executive Board terminates an initiative that has not expended all funds budgeted for that initiative, the HIDTA Director shall reprogram the remaining funds within 90 days of the termination. The Annual Report shall identify any outputs that were accomplished by the initiative before it was terminated. Reprogramming of funds of terminated initiatives shall be considered Level A reprogramming.

6.10.3 Treatment and Prevention Limitations

Due to limitations enacted in Section 301 of the ONDCP Reauthorization Act, no HIDTA funds shall be used to establish or expand a drug treatment program that was not in existence on October 21, 1998. In addition, the Act requires the Director to ensure that not more than five percent of the Federal funds appropriated for the Program are expended for the establishment of drug prevention programs.

6.10.4 Administrative Requirements

6.10.4.1 - Each HIDTA Executive Board shall establish procedures to ensure that all reprogramming requests comply with administrative and financial requirements of participating agencies and with all HIDTA program requirements established by ONDCP.

6.10.4.2 - All reprogramming requests must be submitted to ONDCP by the HIDTA Director using the HIDTA Financial Management System (FMS).

6.10.4.3 - Each request for a reprogramming shall include sufficient detail to enable ONDCP to assess the request; e.g., a request to reprogram funds into equipment must include a list of equipment to be purchased.

6.11 FORFEITURE PROCEEDS

Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees or resource recipients. ONDCP encourages HIDTA Executive Boards to establish procedures for using asset forfeiture proceeds generated by HIDTA activities to supplement HIDTA-funded activities.

6.12 CONFIDENTIAL PAYMENTS

HIDTA program funds may be used by participating agencies for the confidential purchase of services, evidence, and information, subject to the requirements of this subsection. These provisions apply to all grantees or resource recipients, and HIDTA staff involved in the use of HIDTA grants for confidential funds.

6.12.1 Definition

Confidential funds are those monies allocated to:

Purchase of Services (P/S)

This category includes travel or transportation of an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft, or boats, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.