

DATE SUBMITTED 02/25/2026  
 SUBMITTED BY Police Department  
 DATE ACTION REQUIRED 03/04/2026

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

|   |   |
|---|---|
| SUBJECT: <b>DISCUSSION/ACTION: Approval of the FY 2025 Stonegarden Memorandum of Understanding</b>  |   |
| DEPARTMENT INVOLVED:    Police Dept.  |   |
| BACKGROUND/SUMMARY:<br>The Imperial Police Department has received the 2025 Stonegarden MOU. Through the Stonegarden grant, the Imperial Police Department will receive \$54,434.98 in operational overtime. 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 _____                |
| STAFF RECOMMENDATION: Request Council approval of the 2025 Stonegarden MOU  | DEPT. INITIALS <u>MS#44</u>                       |
| MANAGER'S RECOMMENDATION: <u>approve</u>  | CITY MANAGER'S INITIALS <u>JHM</u>                |
| MOTION:   |   |
| SECONDED:   | APPROVED ( )                      REJECTED ( )    |
| AYES:   | DISAPPROVED ( )                      DEFERRED ( ) |
| NAYES:  | REFERRED TO:                                      |
| ABSENT:   | REFERRED TO:                                      |

1 **AGREEMENT FOR THE**

2 **FISCAL YEAR 2025 OPERATION STONEGARDEN GRANT PROGRAM**

3 THIS AGREEMENT (“Agreement”), made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_  
4 \_\_\_\_\_ 2025, is by and between the following parties (individually, “Party;” collectively, “Parties”), for  
5 program support of the FY 2025 Operation Stonegarden Grant (“OPSG”):

- 6
- 7 • **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its  
8 Sheriff’s Office, Department of Probation, and District Attorney’s Office (“County” or “County  
9 Parties”),
- 10 • **IMPERIAL COUNTY NARCOTICS TASK FORCE** (“ICNTF”),
- 11 • **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven  
12 Offices (“CHP”),
- 13 • **CITY OF BLYTHE**, an incorporated city within the County of Riverside, by and through its Police  
14 Department (“Blythe”),
- 15 • **SAN BERNARDINO COUNTY SHERIFF’S DEPARTMENT**,
- 16 • **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police  
17 Department (“Brawley”),
- 18 • **CITY OF WESTMORLAND**, an incorporated city within the County of Imperial, by and through  
19 its Police Department (“Westmorland”),
- 20 • **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police  
21 Department (“Calexico”),
- 22 • **CITY OF EL CENTRO**, an incorporated city within the County of Imperial, by and through its  
23 Police Department (“El Centro”),
- 24 • **CITY OF IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police  
25 Department (“Imperial”), and
- 26 • **CITY OF CALIPATRIA**, an incorporated city within the County of Imperial, by and through its  
27 Police Department (“Calipatria”), and
- 28 • **COUNTY OF RIVERSIDE**, a political subdivision of the State of California by and through its  
Sheriff’s Office, (“County of Riverside”).

24 **RECITALS**

25 **WHEREAS**, County received funds from the U.S. Department of Homeland Security (“DHS”)  
26 passed through the California Governor’s Office of Emergency Services (“CalOES”), under the OPSG  
27 Program for fiscal year 2025; and

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

4           **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local  
5 agency to contract with any other local agency for the furnishing of police protection to such other local  
6 agency, where a “local agency” includes a neighboring city, county, federal government, or any federal  
7 department or agency; and

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

10           **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No.\_\_\_\_, dated  
11 \_\_\_\_\_, 2026, approved and authorized the Imperial County Sheriff to enter into this Agreement  
12 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be  
13 used to reimburse the participating agencies under this Agreement; and

14           **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed  
15 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their  
16 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance  
17 audit report of **Two Million Dollars (\$2,000,000.00)** or more of OPSG federal funds are expended in a  
18 fiscal year; and

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

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

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

1 **1. PURPOSE AND INTENT.**

2 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS  
3 and passed through CalOES under the OPSG for fiscal year 2025-2026.

4 **2. SCOPE OF WORK.**

5 **2.1. Method of Service Delivery.**

6 2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively  
7 responsible for coordination of Parties' obligations under this Agreement.

8 2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service:  
9 Obligations of the Parties.

10 **2.2. Overview of Basic Services.**

11 2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement  
12 personnel in their designated areas of jurisdiction, in order to support DHS's Bureau  
13 of Customs and Border Protection ("CBP") and Office of the Border Patrol  
14 ("OBP") efforts to improve border security in the region.

15 2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will  
16 not enforce immigration laws on behalf of CBP/OBP.

17 2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,  
18 including but not limited to Government Code Section 7284.6(b) and the following  
19 conditions:

20 (a) The primary purpose of OPSG activities will not be immigration  
21 enforcement, as defined in subdivision (f) of Government Code Section  
22 7284.4.

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

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

27 **3. TERM OF AGREEMENT.**

28

1 3.1. **Initial Term.** The term of this Agreement shall be from September 1, **2025**, and  
2 shall continue in effect through and terminate at midnight on August 31, **2028**  
3 subject to the provisions in Paragraphs 3.2. and 3.3. below.

4 3.2. **Option to Extend.** Renewal or extension of this Agreement beyond August 31,  
5 2028 shall be subject to remaining grant funds and to a time extension approved by  
6 DHS and passed through CalOES.

7 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may  
8 terminate its participation in this Agreement upon a minimum of ninety (90) days  
9 written notice to the other Parties.

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

12 4.1. **Anticipated Outcome.**

13 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under  
14 this Agreement, is the increased presence of law enforcement personnel in their  
15 designated areas of jurisdiction, to support CBP/OBP efforts to improve border  
16 security in the region.

17 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing  
18 the missions set forth in this Agreement and in CBP's "Operations Order Report,"  
19 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully  
20 set forth herein.

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

23 (b) Parties will utilize their unique investigatory and prosecutorial areas of  
24 expertise in operations targeting criminal aliens upon reasonable suspicion  
25 of, or for violation of, Section 1326 (a) of Title 8 of the United States Code  
26 that may be subject to the enhancement specified in Section 1326(b)(2) of  
27 Title 8 of the United States Code, if detected during an unrelated law  
28 enforcement activity, to document fraud, and for intelligence development

1 including making necessary inquiries as permitted by Government Code  
2 Section 7284.6(b).

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

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

7 (ii) Sharing information during law enforcement operations.

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11 **4.2. Personnel Qualifications and Assignment.**

12 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall  
13 have met the minimum qualifications designated for their specific classification.

14 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards  
15 and scope of service defined herein and as further specified in **Exhibit "A."**

16 4.2.3. County Participating Agency Discretion.

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

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

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

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- (d) County's Department of Probation shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.
- (e) Non-County Parties shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in County's performance of this Agreement.

4.2.4. Non-County Parties' Discretion.

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

4.2.5. OPSG Coordinators.

- (a) County's Sheriff's Office shall select and designate an OPSG Coordinator who shall manage and direct the OPSG.
- (b) County's Department of Probation and each non-County Party shall select and designate an OPSG Coordinator under this Agreement.
- (c) The designated OPSG Coordinator 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.

1 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their  
2 qualified respective personnel are provided to OPSG activities at all times during  
3 the term of this Agreement to meet the commitments set forth herein.

4 4.2.7. Pre-Authorization of Overtime.

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

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

9 /// 4.2.8. Equipment and Supplies.

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

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

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

20 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against  
21 goals and performance standards set forth in this Agreement. Substandard  
22 performance as determined by the County will constitute noncompliance with this  
23 Agreement. If action to correct such substandard performance is not taken by the  
24 Party/Parties within a reasonable period of time after being notified by the County,  
25 suspension or termination procedures will be initiated.

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

27 5.1. **General.**

1 5.1.1. As full consideration for the satisfactory performance and completion by non-  
2 County Parties of OPSG activities set forth in this Agreement, County shall pay  
3 non-County Parties for personnel assigned to perform OPSG activities on the basis  
4 of invoices and submittals as set forth hereunder.

5 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in  
6 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and  
7 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that  
8 unallowable costs are not reimbursed.

9 5.1.3. No reimbursement shall be made to a Party during any period of time within which  
10 that Party is in default on filing any informational or financial reports required by  
11 County. County, through its Sheriff's Office, shall make any necessary adjustments  
12 to Party claims to correct for previous overpayments and disallowances or  
13 underpayments.

14 5.1.4. Payments made by County are dependent on the continued availability of grant  
15 funds from DHS passed through CalOES.

16 5.1.5. The amount of available OPSG funds shall not exceed **Two Million Dollars**  
17 **(\$2,000,000.00)**, unless otherwise provided for under this Agreement.

18 **5.2. Personnel Cost/Rate of Compensation.**

19 5.2.1. During the term of this Agreement, County shall compensate Parties for  
20 preauthorized overtime worked by personnel assigned to perform OPSG activities.

21 5.2.2. Compensation made by County is based upon available funding and the actual costs  
22 incurred by Parties to provide OPSG activities under this Agreement.

23 **5.3. Method of Payment.**

24 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related  
25 supporting documentation that represents amounts due under this Agreement to  
26 County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following  
27 the end of each calendar month during the term of this Agreement.

28 5.3.2. Invoices, timesheets and other related supporting documentation must have the

1 signature of each non-County Party's OPSG Coordinator, or his or her designee,  
2 certifying that the invoices, timesheets, and related documentation are true and  
3 correct.

4 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than  
5 5:00 p.m. of the eleventh (11<sup>th</sup>) business day following the end of each calendar  
6 month during the term of this Agreement to:

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

11 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's  
12 Office will process the request for reimbursement to DHS passed through CalOES.

13 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS  
14 passed through CalOES, County's Sheriff's Office will submit a claim for payment  
15 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

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

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

21 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose  
22 costs are reimbursable under this Agreement, to include, at a minimum, the person's  
23 name, classification, duty position, task and regular/overtime hours worked.

24 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office  
25 all payroll records and other records that relate to the services provided under this  
26 Agreement.

27 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities  
28 through procedures to be agreed upon within County.

6. **INDEMNIFICATION.**

1           **6.1. Indemnification Related to Workers' Compensation and Employment.**

2           6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their  
3           respective officers, employees and agents from any claims, losses, fines, expenses  
4           (including attorneys' fees and court costs), costs, damages or liabilities arising from  
5           or related to:

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

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

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

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

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

1 County Party or any contract labor provider retained by the respective non-  
2 County Party.

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4 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

5 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

- 6 (a) Each Party to this Agreement hereby agrees to defend and indemnify the  
7 other Parties to this Agreement and their agents, officers and employees,  
8 from any claim, action, or proceeding against the other Parties arising solely  
9 out of its own acts or omissions in the performance of this Agreement.
- 10 (b) At each Party's sole discretion, each Party may participate at its own  
11 expense in the defense of any claim, action or proceeding, but such  
12 participation shall not relieve any Party of any obligation imposed by this  
13 Agreement.
- 14 (c) Parties shall notify each other promptly of any claim, action, or proceeding  
15 and cooperate fully in the defense.

16 **6.2.2. Claims Arising from Concurrent Acts or Omissions.**

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

22 **6.2.3. Joint Defense.**

- 23 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in  
24 writing to a joint defense, Parties may appoint joint defense counsel to  
25 defend the claim, action or proceeding arising out of the concurrent acts or  
26 omissions of Parties.
- 27 (b) Joint defense counsel shall be selected by mutual agreement of Parties.

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

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

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

9 **7. GENERAL PROVISIONS.**

10  
11 **7.1. Independent Contractor Status.**

12 7.1.1. In the performance of services under this Agreement, County and non-County  
13 Parties acknowledge and agree that:

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

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

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

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

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1 7.1.4. County and non-County Parties acknowledge and agree that County does not  
2 control the manner and means of performing the work of non-County Parties'  
3 officers, agents or employees who perform OPSG activities, nor does County have  
4 the right to hire or terminate employment of such officers, agents or employees.

5 7.1.5. Non-County Parties do not control the manner and means of performing the work  
6 of County officers, agents or employees who perform OPSG activities, nor do non-  
7 County Parties have the right to hire or terminate employment of such officers,  
8 agents or employees.

9 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County  
10 Parties have no authority to bind County in any respect whatsoever.

11 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication  
12 as an agent of non-County Parties, or in any manner assume or create or attempt to  
13 assume or create any obligation on behalf of or in the name of non-County Parties.

14 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly  
15 or by implication as an agent of County, or in any manner assume or create or  
16 attempt to assume or create any obligation on behalf of or in the name of County.

17 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to  
18 cover the liabilities arising out of this Agreement.

19 7.3. **Notices.**

20 7.3.1. Any notice, request, demand or other communication required or permitted  
21 hereunder shall be in writing and may be personally delivered or given as of the  
22 date of mailing by depositing such notice in the United States mail, first-class  
23 postage prepaid, and addressed as follows, or to such other place as each Party may  
24 designate by subsequent written notice to each other:

25 County Parties:

26 Sheriff  
27 Imperial County Sheriff's Office  
28 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

5 Non-County Parties:

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

10 Interim City Manager  
11 Blythe Police Department  
12 240 N. Spring Street  
13 Blythe, CA 92225

14 Imperial County Narcotics Task Force  
15 2417 La Brucherie Road, Suite C  
16 Imperial, CA 92251

17 Chief of Police  
18 Brawley Police Department  
19 351 Main Street  
20 Brawley, CA 92227

21 Chief of Police  
22 Calexico Police Department  
23 420 East Fifth Street  
24 Calexico, CA 92231

25 Chief of Police  
26 El Centro Police Department  
27 105 North Eleventh Street  
28 El Centro, CA 92243

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

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

Riverside County Sheriff  
3650 14<sup>th</sup> Street  
Riverside, CA 92501

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

Chief of Police  
Westmorland Police Department  
355 South Center  
Westmorland, CA 9228

7.3.2. A notice shall be effective:

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

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

1 7.8.3. The acceptance by County or non-County Parties of either performance or payment  
2 shall not be considered a waiver of any other Party's preceding breach of this  
3 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 respective  
9 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 of  
13 which shall be deemed to be an original, but all of which together shall constitute one (1)  
14 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 of  
21 this Agreement to any Party is lost, then the Agreement may be terminated at the  
22 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 through  
27 CalOES imposes any budget requirements or limitations applicable to this Agreement and  
28 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) shall  
2 apply to the Parties and this Agreement, and this Agreement shall be deemed to be  
3 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 Probation  
13 shall be represented by their respective OPSG Coordinators, or their designees, in  
14 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, mutually  
28

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

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

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5 **8. SPECIAL PROVISIONS.**

6 **8.1. Lobbying and Political Activities.**

7 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for  
8 persons entering into a contract, grant, loan, or cooperative agreement from an  
9 agency or requests or receives from an agency a commitment providing for the  
10 United States to insure or guarantee a loan, each Party independently certifies 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 Congress  
15 in connection with the awarding of any Federal contract, the making of any  
16 federal grant, the making of any federal loan, the entering into of any  
17 cooperative agreement, and the extension, continuation, renewal,  
18 amendment, or modification of any federal contract, grant, loan, or  
19 cooperative agreement.

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

27 (c) The undersigned shall require that the language of this certification be  
28 included in the award documents for all subawards at all tiers (including

1 subcontracts, subgrants, and contracts under grants, loans, and cooperative  
2 agreements) and that all subrecipients shall certify and disclose accordingly.

3 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5  
4 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of  
5 employees whose principal employment activities are funded in whole or in part  
6 with federal funds.

7 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,  
8 to support the enactment, repeal, modification, or adoption of any law, regulation,  
9 or policy without the express written approval from Cal OES or the federal  
10 awarding agency.

11 **8.2. Debarment and Suspension.**

12 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or  
13 suspending those persons deemed irresponsible in their dealings with the federal  
14 government. Each Party independently certifies that it and its principal,  
15 subgrantees, recipients, or subrecipients:

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

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

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- (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.

1 **COUNTY OF IMPERIAL**  
2 **SHERIFF'S OFFICE**

3  
4 By: \_\_\_\_\_  
5 Federico Miramontes  
6 Sheriff

7 **COUNTY OF IMPERIAL**  
8 **DISTRICT ATTORNEY'S OFFICE**

9 By: \_\_\_\_\_  
10 George Marquez  
11 District Attorney

12 **CALIFORNIA HIGHWAY PATROL**  
13 **CALEXICO OFFICE,**  
14 **EL CENTRO OFFICE,**  
15 **WINTERHAVEN OFFICE**

16 By: \_\_\_\_\_  
17 Anthony Coronado  
18 Border Division Chief

19 **CITY OF BRAWLEY**  
20 **POLICE DEPARTMENT**

21 By: \_\_\_\_\_  
22 Jonathan Blackstone  
23 Interim Police Chief

24 **CITY OF EL CENTRO**  
25 **POLICE DEPARTMENT**

26 By: \_\_\_\_\_  
27 Kelly Brown  
28 Chief

**COUNTY OF IMPERIAL**  
**DEPARTMENT OF PROBATION**

By: \_\_\_\_\_  
Elizabeth Sais  
Chief Probation Officer

**IMPERIAL COUNTY NARCOTICS**  
**TASK FORCE**

By: \_\_\_\_\_  
Cheryl Fowler  
Calipatria Chief of Police

**CITY OF BLYTHE**  
**POLICE DEPARTMENT**

By: \_\_\_\_\_  
Garth V. Dale  
Chief

**CITY OF CALEXICO**  
**POLICE DEPARTMENT**

By: \_\_\_\_\_  
Armando Orozco  
Chief

**CITY OF IMPERIAL**  
**POLICE DEPARTMENT**

By: \_\_\_\_\_  
Aaron Reel  
Chief

1 **CITY OF CALIPATRIA**  
2 **POLICE DEPARTMENT**

3 By: \_\_\_\_\_  
4 Cheryl Fowler  
5 Chief

6 **CITY OF WESTMORLAND**  
7 **POLICE DEPARTMENT**

8 By: \_\_\_\_\_  
9 Anthony Lynn Mara  
10 Chief

11 **SAN BERNARDINO COUNTY**  
12 **SHERIFF'S DEPARTMENT**

13  
14 By: \_\_\_\_\_  
15 Shannon D. Dicus  
16 San Bernardino County Sheriff-Coroner

17  
18 **APPROVED AS TO FORM:**

19 Geoffrey Holbrook  
20 County Counsel

21  
22 By: \_\_\_\_\_  
23 Danuta Tuszynska  
24 Deputy County Counsel

**COUNTY OF RIVERSIDE**  
**SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Chad Bianco  
Sheriff/Coroner

**APPROVED AS TO FORM:**  
County Counsel – County of Riverside

By: \_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel