

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.26  
(ID # 15007)

**MEETING DATE:**

Tuesday, April 27, 2021

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve Agreement with County of Imperial and Other Parties for Acceptance of FY19 Operation Stonegarden (OPSG) Grant Program Subaward, funded by the United States Department of Homeland Security (DHS), passed through the California Governor's Office of Emergency Services (Cal OES) and administered by the County of Imperial, All Districts. [\$69,310 – Federal Funding 100%], 4/5 Vote required.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Agreement for the Fiscal Year 2019 Operation Stonegarden (OPSG) Grant Program with County of Imperial and Other Parties for three years through August 31, 2022 (the "Agreement") and accept the FY19 OPSG Grant Program Subaward in the amount of \$69,310 funded by the DHS, passed through Cal OES and administered by the County of Imperial and;
2. Authorize the Sheriff, Assistant Sheriff, Chief Deputy, or Captain to execute the Agreement for participation in the OPSG Grant Program and;
3. Delegate authority to the Sheriff or his designee to take related actions to administer said grant, and to execute all documents ancillary to administering this grant and any amendments, modifications, and extensions to the Agreement, including to the compensation provisions when previously approved and budgeted by the Board of Supervisors, and subject to approval as to form by County Counsel, for the effective participation in the FY2019 OPSG Grant Program; and
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

**ACTION: 4/5 Vote Required, Policy**

  
Donald Sharp, Assistant Sheriff 4/19/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: April 27, 2021  
xc: Sheriff, Auditor

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 69,310	\$ 0	\$ 69,310	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Funding from the Department of Homeland Security through Cal OES			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	20/21 – 21/22

**C.E.O. RECOMMENDATION:** Approve

**BR #21-055**

**BACKGROUND:**

**Summary**

Since the events of September 11, 2001, the US has focused increased attention on the interception of terrorists attempting entry into the country. Terrorists and other criminals such as human and drug traffickers are regarded by law enforcement as a primary threat to our nation. Operation Stonegarden (OPSG), through intelligence gathering and agency collaboration, seeks to identify methods and enforcement profiles to weaken terrorist activities.

The Sheriff's Department's goal is to achieve maximum deterrence of illegal activity within the borders of Riverside County by apprehending criminals involved in illicit acts and to increase opportunities for the collection of intelligence involving criminal organizations operating within the County.

The Department seeks to enter into the attached Agreement for participation in the OPSG Grant Program to enhance law enforcement preparedness and operational readiness along the land borders of the United States. The Department will be reimbursed for providing increased law enforcement presence along major routes of ingress in their areas of operation, in coordination with other OPSG partner agencies, to support the DHS and Bureau of Customs and Border Protection efforts in the region to improve border security. The Department will only enforce local and state laws and will not enforce immigration laws. The OPSG Grant Program provides funding to designated localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the nation's land borders. The Department will provide personnel support on an overtime basis for OPSG Grant Program operations.

The current participating agencies and signatories to the Agreement include the County of Imperial, and Cities of Brawley, Calexico, El Centro, Imperial, Calipatria, the California Highway Patrol, California Department of Fish and Wildlife, and Imperial County Narcotics Task Force. On November 17, 2020 (3-15) the Department was awarded \$60,000 in FY18 OSGP funds pursuant to an earlier agreement with the County of San Diego. This new Agreement allocates funding in the amount of \$69,310 from the County of Imperial's FY 2019 OSGP grant.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Impact on Residents and Businesses**

OPSG funding allows staff from the Sheriff's Department to work with other law enforcement personnel throughout the State on reimbursable overtime to combat border-related criminal activity which affects the county.

**Additional Fiscal Information**

There will be no fiscal impact for the County. The Department will receive full reimbursement for the cost of overtime, fringe benefits, and mileage up to \$69,310 related to the enforcement of regional crime with a border nexus.

**ATTACHMENTS:**

1. Schedule A – Budget Adjustment
2. Agreement for the FY2019 Operation Stonegarden Grant

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

SCHEDULE A. BUDGET ADJUSTMENT

FY 2020-2021  
Schedule A

Field Operations

Increase Appropriations:

10000-2500300000-510420	Overtime	\$61,824
10000-2500300000-518080	Other Budgeted Benefits	4,079
10000-2500300000-529040	Private Mileage Reimbursement	<u>3,407</u>
	<b>Total Increase in Estimated Appropriations</b>	<b>\$69,310</b>

Increase Estimated Revenues:

10000-2500300000-767220	Federal-Other Operating Grants	\$69,310
	<b>Total Increase in Estimated Revenues</b>	<b>\$69,310</b>

  
Misley Wang, Supervising Accountant 4/12/2021

  
Cherilyn Williams 4/20/2021

  
Gregory F. Priamos, Director County Counsel 4/12/2021

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**AGREEMENT FOR THE**

**FISCAL YEARS 2019 OPERATION STONEGARDEN GRANT PROGRAM**

THIS AGREEMENT ("Agreement"), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2021, 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 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 CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department ("Calipatria"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("RIVERSIDE"), (individually, "Party;" collectively, "Parties"), for program support of the FY 2019 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 2019 (Operation FY 2019 OPSG CA – Imperial #19-ELCELC-05-005); 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 agency, where a "local agency" includes a neighboring city, county, federal government, or any federal department or agency; and

APR 27 2021 3.26

21-0031/SHF  
 SHERIFF  
 BOS 4/27/21  
 MT # 15007  
 Attachment # 2

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

3           **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 45, dated  
4 December 17, 2019, approved and authorized the Imperial County Sheriff to enter into this Agreement  
5 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be  
6 used to reimburse the participating agencies under this Agreement; and

7           **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed  
8 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their  
9 respective jurisdictions' authorized procurement methods, and to submit an organization-wide financial  
10 and compliance audit report if **Seven Hundred Fifty Thousand Dollars (\$750,000)** or more of OPSG  
11 federal funds are expended in a fiscal year; and

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

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

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

20   **1.    PURPOSE AND INTENT.**

21           The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS  
22 and passed through CalOES under the OPSG for fiscal year 2019.

23   **2.    SCOPE OF WORK.**

24           **2.1.   Method of Service Delivery.**

25                   2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively  
26                   responsible for coordination of Parties' obligations under this Agreement.

27                   2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service:  
28                   Obligations of the Parties.

1           **2.2. Overview of Basic Services.**

2           2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement  
3           personnel in their designated areas of jurisdiction, in order to support DHS's Bureau  
4           of Customs and Border Protection ("CBP") and Office of the Border Patrol  
5           ("OBP") efforts to improve border security in the region.

6           2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will  
7           not enforce immigration laws on behalf of CBP/OBP.

8           2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,  
9           including but not limited to Government Code Section 7284.6(b) and the following  
10          conditions:

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

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

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

18   **3. TERM OF AGREEMENT.**

19          3.1.   **Initial Term.** The term of this Agreement shall be from 12:01 a.m. on September  
20          1, 2019, and shall continue in effect through and terminate at midnight on August  
21          31, 2022, subject to the provisions in Paragraphs 3.2. and 3.3. below.

22          3.2.   **Option to Extend.** Renewal or extension of this Agreement beyond May 31, 2022  
23          shall be subject to remaining grant funds and to a time extension approved by DHS  
24          and passed through CalOES.

25          3.3.   **Termination.** Subject to the applicable provisions of State law, any Party may  
26          terminate its participation in this Agreement upon a minimum of ninety (90) days  
27          written notice to the other Parties.

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

2 **4.1. Anticipated Outcome.**

3 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under  
4 this Agreement, is the increased presence of law enforcement personnel in their  
5 designated areas of jurisdiction, to support CBP/OBP efforts to improve border  
6 security in the region.

7 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing  
8 the missions set forth in this Agreement and in CBP's "Frag Order Report," dated  
9 April 30, 2019, hereinafter referred to as **Exhibit "A"** and incorporated by  
10 reference as though fully set forth herein.

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

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

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

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

25 (ii) Sharing information during law enforcement operations.

26 **4.2. Personnel Qualifications and Assignment.**

27 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall  
28 have met the minimum qualifications designated for their specific classification.



1 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards  
2 and scope of service defined herein and as further specified in **Exhibit "A."**

3 4.2.3. County Participating Agency Discretion.

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

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

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

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

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

21 4.2.4. Non-County Parties' Discretion.

22 (a) Non-County Parties shall be responsible for the management, direction, and  
23 supervision of their respective OPSG personnel, and the standards of  
24 performance, discipline, and all other matters incident to the performance  
25 of such services, in each respective non-County Party's sole but reasonable  
26 judgment, and in accordance with the provisions of applicable labor  
27 agreements.  
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- (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.

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

4.2.7. Pre-Authorization of Overtime.

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

4.2.8. Equipment and Supplies.

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

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

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

8 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against  
9 goals and performance standards set forth in this Agreement. Substandard  
10 performance as determined by the County will constitute noncompliance with this  
11 Agreement. If action to correct such substandard performance is not taken by the  
12 Party/Parties within a reasonable period of time after being notified by the County,  
13 suspension or termination procedures will be initiated.

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

15 **5.1. General.**

16 5.1.1. As full consideration for the satisfactory performance and completion by non-  
17 County Parties of OPSG activities set forth in this Agreement, County shall pay  
18 non-County Parties for personnel assigned to perform OPSG activities on the basis  
19 of invoices and submittals as set forth hereunder.

20 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in  
21 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and  
22 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that  
23 unallowable costs are not reimbursed.

24 5.1.3. No reimbursement shall be made to a Party during any period of time within which  
25 that Party is in default on filing any informational or financial reports required by  
26 County. County, through its Sheriff's Office, shall make any necessary adjustments  
27 to Party claims to correct for previous overpayments and disallowances or  
28 underpayments.

1 5.1.4. Payments made by County are dependent on the continued availability of grant  
2 funds from DHS passed through CalOES.

3 5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Eight**  
4 **Hundred Thousand Dollars (\$2,800,000.00)**, unless otherwise provided for under  
5 this Agreement.

6 **5.2. Personnel Cost/Rate of Compensation.**

7 5.2.1. During the term of this Agreement, County shall compensate Parties for  
8 preauthorized overtime worked by personnel assigned to perform OPSG activities.

9 5.2.2. Compensation made by County is based upon available funding and the actual costs  
10 incurred by Parties to provide OPSG activities under this Agreement.

11 **5.3. Method of Payment.**

12 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related  
13 supporting documentation that represents amounts due under this Agreement to  
14 County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following  
15 the end of each calendar month during the term of this Agreement.

16 5.3.2. Invoices, timesheets and other related supporting documentation must have the  
17 signature of each non-County Party's OPSG Coordinator, or his or her designee,  
18 certifying that the invoices, timesheets, and related documentation are true and  
19 correct.

20 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than  
21 5:00 p.m. of the eleventh (11<sup>th</sup>) business day following the end of each calendar  
22 month during the term of this Agreement to:

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

27 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's  
28 Office will process the request for reimbursement to DHS passed through CalOES.

- 1           5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS  
2           passed through CalOES, County's Sheriff's Office will submit a claim for payment  
3           to County's Auditor-Controller to pay non-County Parties for the service agreed to.  
4           (a)     County will request cash advances on the grant funds from DHS passed  
5           through CalOES each quarter during the term of this Agreement.  
6           (b)     When County has a positive balance in its OPSG account, County will pay  
7           non-County Parties for the service agreed to within ten (10) business days  
8           of receipt of valid invoices.
- 9           5.3.6. Non-County Parties shall maintain payroll records for each and every person whose  
10          costs are reimbursable under this Agreement, to include, at a minimum, the person's  
11          name, classification, duty position, task and regular/overtime hours worked.
- 12          5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office  
13          all payroll records and other records that relate to the services provided under this  
14          Agreement.
- 15          5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities  
16          through procedures to be agreed upon within County.

17   **6.     INDEMNIFICATION.**

18       **6.1.    Indemnification Related to Workers' Compensation and Employment.**

- 19       6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their  
20       respective officers, employees and agents from any claims, losses, fines, expenses  
21       (including attorneys' fees and court costs), costs, damages or liabilities arising from  
22       or related to:
- 23       (a)     Any Workers' Compensation claim or demand or other Workers'  
24       Compensation proceeding arising from or related to, or claimed to arise  
25       from or relate to, employment which is brought by an employee of County  
26       or any contract labor provider retained by County; or
- 27       (b)     Any claim, demand, suit or other proceeding arising from or related to, or  
28       claimed to arise from or relate to, the status of employment (including

1 without limitation, compensation, demotion, promotion, discipline,  
2 termination, hiring, work assignment, transfer, disability, leave or other  
3 such matters) which is brought by an employee of County.

4 6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its  
5 officers, employees and agents from any claims, losses, fines, expenses (including  
6 attorneys' fees and court costs or arbitration costs), costs, damages or liabilities  
7 arising from or related to:

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

13 (b) Any claim, demand, suit or other proceeding arising from or related to, or  
14 claimed to arise from or relate to, the status of employment (including  
15 without limitation, compensation, demotion, promotion, discipline,  
16 termination, hiring, work assignment, transfer, disability, leave or other  
17 such matters) which is brought by an employee of the respective non-  
18 County Party or any contract labor provider retained by the respective non-  
19 County Party.

20 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

21 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

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

26 (b) At each Party's sole discretion, each Party may participate at its own  
27 expense in the defense of any claim, action or proceeding, but such  
28

1 participation shall not relieve any Party of any obligation imposed by this  
2 Agreement.

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

5 6.2.2. Claims Arising from Concurrent Acts or Omissions.

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

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

11 6.2.3. Joint Defense.

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

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

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

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

21 6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award  
22 allocates or determines the comparative fault of the Parties, Parties may seek  
23 reimbursement and/or reallocation of defense costs, settlement payments,  
24 judgments and awards, consistent with such comparative fault.

1 **7. GENERAL PROVISIONS.**

2 **7.1. Independent Contractor Status.**

3 7.1.1. In the performance of services under this Agreement, County and non-County  
4 Parties acknowledge and agree that:

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

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

11 7.1.2. All personnel provided by County under this Agreement are under the direct and  
12 exclusive supervision, daily direction, and control of County, and County assumes  
13 full responsibility for the actions of such personnel in the performance of services  
14 hereunder.

15 7.1.3. All personnel provided by non-County Parties under this Agreement are under the  
16 direct and exclusive supervision, daily direction, and control of their respective  
17 agencies, and each agency assumes full responsibility for the actions of such  
18 personnel in the performance of services hereunder.

19 7.1.4. County and non-County Parties acknowledge and agree that County does not  
20 control the manner and means of performing the work of non-County Parties'  
21 officers, agents or employees who perform OPSG activities, nor does County have  
22 the right to hire or terminate employment of such officers, agents or employees.

23 7.1.5. Non-County Parties do not control the manner and means of performing the work  
24 of County officers, agents or employees who perform OPSG activities, nor do non-  
25 County Parties have the right to hire or terminate employment of such officers,  
26 agents or employees.

27 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County  
28 Parties have no authority to bind County in any respect whatsoever.



1 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication  
2 as an agent of non-County Parties, or in any manner assume or create or attempt to  
3 assume or create any obligation on behalf of or in the name of non-County Parties.

4 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly  
5 or by implication as an agent of County, or in any manner assume or create or  
6 attempt to assume or create any obligation on behalf of or in the name of County.

7 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to  
8 cover the liabilities arising out of this Agreement.

9 7.3. **Notices.**

10 7.3.1. Any notice, request, demand or other communication required or permitted  
11 hereunder shall be in writing and may be personally delivered or given as of the  
12 date of mailing by depositing such notice in the United States mail, first-class  
13 postage prepaid, and addressed as follows, or to such other place as each Party may  
14 designate by subsequent written notice to each other:

15 **County Parties:**

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

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

19 District Attorney  
20 Imperial County District Attorney's Office  
21 940 West Main Street, Suite 102  
El Centro, CA 92243

22 **Non-County Parties:**

23 California Highway Patrol  
24 Fiscal Management Section  
25 PO Box 942898  
Sacramento, CA 94298-2898

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

26 Chief of Police  
27 Brawley Police Department  
28 351 Main Street  
Brawley, CA 92227

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

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

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

4 Chief of Police  
5 Westmorland Police Department  
355 South Center  
6 Westmorland, CA 9228

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

7 Imperial County Narcotics Task Force  
2417 La Brucherie Road, Suite C  
8 Imperial, CA 92251

9 Sheriff  
10 Riverside County Sheriff's Office  
4095 Lemon St.  
Riverside, CA 92501

11 7.3.2. A notice shall be effective:

- 12 (a) On the date of personal delivery if personally delivered before five o'clock  
13 (5:00) p.m. on a business day; or  
14 (b) On the first (1<sup>st</sup>) business day following personal delivery that did not occur  
15 before five o'clock (5:00) p.m. on a business day; or  
16 (c) Two (2) business days following the date the notice is postmarked for mail  
17 delivery; or  
18 (d) On the first (1<sup>st</sup>) business day following delivery to the applicable overnight  
19 courier, if sent by overnight courier for next business day delivery; or  
20 (e) When otherwise actually received.

21 7.4. **Amendment.** This Agreement may be modified or amended only by a written document  
22 signed by all Parties, and no verbal understanding or agreement shall be binding on the  
23 Parties.

24 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations  
25 hereunder without the prior written consent of the other Parties.

26 7.6. **Entire Agreement.**

1 7.6.1. This Agreement constitutes the complete and exclusive statement of agreement  
2 between County and non-County Parties with respect to the subject matter hereto.

3 7.6.2. All prior written and verbal understandings are superseded in total by this  
4 Agreement.

5 **7.7. Construction.**

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

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

12 **7.8. Waiver.**

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

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

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

23 **7.9. Authority to Enter Into Agreement.**

24 7.9.1. County and non-County Parties have all requisite power and authority to conduct  
25 their respective business and to execute, deliver and perform the Agreement.

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

1           7.10. **Cooperation.** County and non-County Parties will cooperate in good faith to implement  
2           this Agreement.

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

6           7.12. **Severability.**

7                 7.12.1. This Agreement is subject to all applicable laws and regulations.

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

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

14               7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall  
15                continue in full force and effect.

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

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

26               7.13.2. To the extent any of the changes are not of mandatory application, such change(s)  
27                shall not affect this Agreement or the rights or obligations of County and non-  
28

1 County Parties under this Agreement, unless Parties mutually agree to subject  
2 themselves to such change(s).

3 **7.14. Representation.**

4 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation  
5 shall be represented by their respective OPSG Coordinators, or their designees, in  
6 all discussions pertaining to this Agreement.

7 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,  
8 or their designees, in all discussions pertaining to this Agreement.

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

13 **7.16. Termination of Funding.**

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

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

22 **7.17. Obligation.** This Agreement shall be binding upon the successors of the Parties.

23 **8. SPECIAL PROVISIONS.**

24 **8.1. Lobbying and Political Activities.**

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

1 (a) No federal appropriated funds have been paid for or will be paid, by or on  
2 behalf of the undersigned, to any person for influencing or attempting to  
3 influence an officer or employee of an agency, a Member of Congress, an  
4 officer or employee of Congress, or an employee of a Member of Congress  
5 in connection with the awarding of any Federal contract, the making of any  
6 federal grant, the making of any federal loan, the entering into of any  
7 cooperative agreement, and the extension, continuation, renewal,  
8 amendment, or modification of any federal contract, grant, loan, or  
9 cooperative agreement.

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

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

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

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

1           8.2.    **Debarment and Suspension.**

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

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

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

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

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

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

1 **9. CALIFORNIA LAW.**

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

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

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

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

9  
10 By: \_\_\_\_\_  
Raymond Loera  
Sheriff/Coroner

By: \_\_\_\_\_  
Daniel Prince  
Chief Probation Officer

11  
12 **COUNTY OF IMPERIAL**  
13 **DISTRICT ATTORNEY'S OFFICE**

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

14  
15 By: \_\_\_\_\_  
Gilbert G. Otero  
District Attorney

By: \_\_\_\_\_  
Brian P. Johnson  
Chairman of the Board

16  
17 **CALIFORNIA HIGHWAY PATROL**  
18 **CALEXICO OFFICE,**  
19 **EL CENTRO OFFICE,**  
**INDIO OFFICE,**  
20 **WINTERHAVEN OFFICE**

**CALIFORNIA DEPARTMENT OF FISH**  
**AND WILDLIFE,**  
**BUSINESS MANAGEMENT BRANCH**

21 By: \_\_\_\_\_  
Omar J Watson  
Chief

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



1 **CITY OF BRAWLEY**  
2 **POLICE DEPARTMENT**

3 By: \_\_\_\_\_  
4 Jimmy Duran  
5 Chief

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

By: \_\_\_\_\_  
Gonzalo C. Gerardo  
Chief

6 **CITY OF EL CENTRO**  
7 **POLICE DEPARTMENT**

8  
9 By: \_\_\_\_\_  
10 Brian P. Johnson  
11 Chief

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

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

12 **CITY OF CALIPATRIA**  
13 **POLICE DEPARTMENT**

14 By: \_\_\_\_\_  
15 Lynn A. Mara  
16 Chief

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

19 By: \_\_\_\_\_  
20 Chad Bianco  
21 Sheriff/Coroner

22 **APPROVED AS TO FORM:**

23 Adam G. Crook  
24 County Counsel

25 By: \_\_\_\_\_  
26 Layla Sarwari  
27 Deputy County Counsel  
28

FORM APPROVED COUNTY COUNSEL  
BY: LISA SANCHEZ  
DATE 4/08/2024