

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



**ITEM: 3.25  
(ID # 22071)**

**MEETING DATE:**  
Tuesday, July 18, 2023

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

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve Agreement for the Fiscal Year 2021 Operation Stonegarden Grant Program with the County of Imperial and Other Parties for Acceptance of FY2021 Operation Stonegarden Grant Program (OPSG), 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 [\$250,723 - Federal Funding 100%], [4/5 vote required].

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

1. Ratify and approve the Agreement for the Fiscal Year 2021 Operation Stonegarden Grant Program (OPSG) with County of Imperial and Other Parties for three years through August 31, 2024 (the "Agreement") and accept the FY2021 OPSG Grant Program Subaward in the amount of \$250,723 funded by DHS, passed through Cal OES and administered by the County of Imperial; and

Continued on Page 2

**ACTION: 4/5 Vote Required**

*David Lelevier*

David Lelevier, Assistant Sheriff

7/3/2023

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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, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: July 18, 2023  
xc: Sheriff

Kimberly A. Rector  
Clerk of the Board

By: *Cindy Jandy*  
Deputy

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

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

2. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, Captain, or Administrative Services Manager to execute the Agreement for participation in the OPSG Grant Program; and
3. Delegate authority to the Sheriff or designee to take related actions to administer said Agreement and grant, and to execute all documents ancillary to administering this Agreement and 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 FY2021 OPSG Grant Program; and
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

<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>	\$250,723	\$ 0	\$250,723	\$ 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> 23/24 – 24/25	

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

**BACKGROUND:**

**Summary**

Since the events of September 11, 2001, the United States 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.

On October 25, 2022 (Minute Order 3.20) the Board of Supervisors approved acceptance of FY 2020 OPSG funding from the County of Imperial in the amount of \$92,745. The Department seeks to enter into the attached FY2021 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

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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 FY2021 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 December 6, 2022 (Minute Order 3.21) the Department was awarded \$219,300 from the FY2021 OPSG grant pursuant to an earlier agreement with the County of San Diego. This new Agreement allocates funding in the amount of \$250,723 from the County of Imperial's FY 2021 OPSG grant.

**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 \$250,723 related to the enforcement of regional crime with a border nexus.

**SCHEDULE A.      BUDGET ADJUSTMENT**

**FY 2023-2024  
Schedule A**

**Field Operations**

**Increase Appropriations:**

10000-2500300000-510420	Overtime	\$190,520
10000-2500300000-518080	Other Budgeted Benefits	\$12,803
10000-2500300000-529040	Private Mileage Reimbursement	\$17,400
10000-2500300000-546160	Equipment-Other	<u>\$30,000</u>

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<b>Total Increase in</b>	<b>Estimated Appropriations</b>	<b>\$250,723</b>
<b><u>Increase Estimated Revenues:</u></b>		
10000-2500300000-767220	Federal-Other Operating Grants	\$250,723
	<b>Total Increase in Estimated Revenues</b>	<b>\$250,723</b>

**Attachments**

1. Schedule A – Budget Adjustment
2. Agreement for the FY2021 Operation Stonegarden Grant
3. DHS & Customs and Border Protection Operations Order Report (Exhibit A)
4. Imperial County Approval of OPSG Grant

*Heydee Koury*  
\_\_\_\_\_  
Heydee Koury, Sr Accountant - Auditor 7/3/2023

*Rebecca S Cortez*  
\_\_\_\_\_  
Rebecca S Cortez, Principal Management Analyst 7/6/2023

*Kristine Bell-Valdez*  
\_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel 6/21/2023

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**AGREEMENT FOR THE**

**FISCAL YEAR 2021 OPERATION STONEGARDEN GRANT PROGRAM**

THIS AGREEMENT ("Agreement"), made and entered into effective the \_\_\_ day of \_\_\_\_, 2023, 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"), and 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 ("County of Riverside"), (individually, "Party;" collectively, "Parties"), for program support of the FY 2021 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 2021; 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

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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. 25, dated  
4 February, 15, 2022 approved and authorized the Imperial County Sheriff to enter into this Agreement with  
5 participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be used  
6 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 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance  
10 audit report of **Two Million Four Hundred Thousand Dollars (\$2,400,000.00)** or more of OPSG federal  
11 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 2022-2023.

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 September 1, 2021, and  
20                           shall continue in effect through and terminate at midnight on August 31, 2024,  
21                           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 August 31,  
23                           2024 shall be subject to remaining grant funds and to a time extension approved by  
24                           DHS 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.

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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 "Operations Order Report,"  
9 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully  
10 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.

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

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

4           4.2.2.   Parties shall provide OPSG with qualified personnel to meet performance standards  
5                    and scope of service defined herein and as further specified in   **Exhibit "A."**

6           4.2.3.   County Participating Agency Discretion.

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

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

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

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

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

24           4.2.4.   Non-County Parties' Discretion.

25                   (a)   Non-County Parties shall be responsible for the management, direction, and  
26                            supervision of their respective OPSG personnel, and the standards of  
27                            performance, discipline, and all other matters incident to the performance  
28                            of such services, in each respective non-County Party's sole but reasonable

1 judgment, and in accordance with the provisions of applicable labor  
2 agreements.

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

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

8 4.2.5. OPSG Coordinators.

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

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

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

18 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their  
19 qualified respective personnel are provided to OPSG activities at all times during  
20 the term of this Agreement to meet the commitments set forth herein.

21 4.2.7. Pre-Authorization of Overtime.

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

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

26 4.2.8. Equipment and Supplies.

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

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

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

18 **5.1. General.**

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

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

27 5.1.3. No reimbursement shall be made to a Party during any period of time within which  
28 that Party is in default on filing any informational or financial reports required by

1 County. County, through its Sheriff's Office, shall make any necessary adjustments  
2 to Party claims to correct for previous overpayments and disallowances or  
3 underpayments.

4 5.1.4. Payments made by County are dependent on the continued availability of grant  
5 funds from DHS passed through CalOES.

6 5.1.5. The amount of available OPSG funds shall not exceed **Two Million Four Hundred**  
7 **Thousand Dollars (\$2,400,000.00)** unless otherwise provided for under this  
8 Agreement.

9 **5.2. Personnel Cost/Rate of Compensation.**

10 5.2.1. During the term of this Agreement, County shall compensate Parties for  
11 preauthorized overtime worked by personnel assigned to perform OPSG activities.

12 5.2.2. Compensation made by County is based upon available funding and the actual costs  
13 incurred by Parties to provide OPSG activities under this Agreement.

14 **5.3. Method of Payment.**

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

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

23 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than  
24 5:00 p.m. of the eleventh (11<sup>th</sup>) business day following the end of each calendar  
25 month during the term of this Agreement to:

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

1 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's  
2 Office will process the request for reimbursement to DHS passed through CalOES.

3 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS  
4 passed through CalOES, County's Sheriff's Office will submit a claim for payment  
5 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

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

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

11 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose  
12 costs are reimbursable under this Agreement, to include, at a minimum, the person's  
13 name, classification, duty position, task and regular/overtime hours worked.

14 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office  
15 all payroll records and other records that relate to the services provided under this  
16 Agreement.

17 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities  
18 through procedures to be agreed upon within County.

19 **6. INDEMNIFICATION.**

20 **6.1. Indemnification Related to Workers' Compensation and Employment.**

21 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their  
22 respective officers, employees and agents from any claims, losses, fines, expenses  
23 (including attorneys' fees and court costs), costs, damages or liabilities arising from  
24 or related to:

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

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

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

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

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

22  
23 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

24 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

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

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

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

7 6.2.2. Claims Arising from Concurrent Acts or Omissions.

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

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

13 6.2.3. Joint Defense.

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

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

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

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

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

27 7. GENERAL PROVISIONS.

28 7.1. Independent Contractor Status.

1 7.1.1. In the performance of services under this Agreement, County and non-County  
2 Parties acknowledge and agree that:

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

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

9 7.1.2. All personnel provided by County under this Agreement are under the direct and  
10 exclusive supervision, daily direction, and control of County, and County assumes  
11 full responsibility for the actions of such personnel in the performance of services  
12 hereunder.

13 7.1.3. All personnel provided by non-County Parties under this Agreement are under the  
14 direct and exclusive supervision, daily direction, and control of their respective  
15 agencies, and each agency assumes full responsibility for the actions of such  
16 personnel in the performance of services hereunder.

17 7.1.4. County and non-County Parties acknowledge and agree that County does not  
18 control the manner and means of performing the work of non-County Parties'  
19 officers, agents or employees who perform OPSG activities, nor does County have  
20 the right to hire or terminate employment of such officers, agents or employees.

21 7.1.5. Non-County Parties do not control the manner and means of performing the work  
22 of County officers, agents or employees who perform OPSG activities, nor do non-  
23 County Parties have the right to hire or terminate employment of such officers,  
24 agents or employees.

25 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County  
26 Parties have no authority to bind County in any respect whatsoever.



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

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

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

7.3. **Notices.**

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

County Parties:

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

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

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

Non-County Parties:

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

Deputy Director/Administration Division  
California Department of Fish & Wildlife  
1416 Ninth Street, Twelfth Floor  
Sacramento, CA 95814

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

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

1 Chief of Police  
2 Calexico Police Department  
3 420 East Fifth Street  
4 Calexico, CA 92231

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

3 Chief of Police  
4 Imperial Police Department  
5 420 South Imperial Avenue  
6 Imperial, CA 92251

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

6 Riverside County Sheriff  
7 1500 Castellano Rd.  
8 Riverside, CA 92509

8 7.3.2. A notice shall be effective:

- 9 (a) On the date of personal delivery if personally delivered before five o'clock  
10 (5:00) p.m. on a business day; or  
11 (b) On the first (1<sup>st</sup>) business day following personal delivery that did not occur  
12 before five o'clock (5:00) p.m. on a business day; or  
13 (c) Two (2) business days following the date the notice is postmarked for mail  
14 delivery; or  
15 (d) On the first (1<sup>st</sup>) business day following delivery to the applicable overnight  
16 courier, if sent by overnight courier for next business day delivery; or  
17 (e) When otherwise actually received.

18 7.4. **Amendment.** This Agreement may be modified or amended only by a written document  
19 signed by all Parties, and no verbal understanding or agreement shall be binding on the  
20 Parties.

21 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations  
22 hereunder without the prior written consent of the other Parties.

23 7.6. **Entire Agreement.**

24 7.6.1. This Agreement constitutes the complete and exclusive statement of agreement  
25 between County and non-County Parties with respect to the subject matter hereto.

26 7.6.2. All prior written and verbal understandings are superseded in total by this  
27 Agreement.

28 7.7. **Construction.**

1 7.7.1. This Agreement will be deemed to have been made and shall be construed,  
2 interpreted, governed, and enforced pursuant to and in accordance with the laws of  
3 the State of California.

4 7.7.2. The headings and captions used in this Agreement are for convenience and ease of  
5 reference only, and shall not be used to construe, interpret, expand or limit the terms  
6 of the Agreement and shall not be construed against any one (1) Party.

7 **7.8. Waiver.**

8 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to  
9 be performed by County or non-County Parties shall not be construed as a waiver  
10 of any succeeding breach of the same or other covenants, agreements, restrictions  
11 or conditions of this Agreement.

12 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this  
13 Agreement shall not be considered a waiver of any right to do so, whether for that  
14 breach or any subsequent breach.

15 7.8.3. The acceptance by County or non-County Parties of either performance or payment  
16 shall not be considered a waiver of any other Party's preceding breach of this  
17 Agreement.

18 **7.9. Authority to Enter Into Agreement.**

19 7.9.1. County and non-County Parties have all requisite power and authority to conduct  
20 their respective business and to execute, deliver and perform the Agreement.

21 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the  
22 legal power, right and authority to make this Agreement and to bind each respective  
23 Party.

24 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement  
25 this Agreement.

26 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of  
27 which shall be deemed to be an original, but all of which together shall constitute one (1)  
28 and the same instrument.

1           7.12. **Severability.**

2           7.12.1. This Agreement is subject to all applicable laws and regulations.

3           7.12.2. If any provision of this Agreement is found by any Court or other legal authority,  
4                           or is agreed upon by the Parties, to be in conflict with any law or regulation, then  
5                           the conflicting provision shall be considered null and void.

6           7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of  
7                           this Agreement to any Party is lost, then the Agreement may be terminated at the  
8                           option of the affected Party, with the notice as required in this Agreement.

9           7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall  
10                           continue in full force and effect.

11           7.13. **Legislative Changes.** If any changes are made to laws or regulations under which this  
12                           Agreement is made, or to any successor legislation or regulations, or if DHS passed through  
13                           CalOES imposes any budget requirements or limitations applicable to this Agreement and  
14                           the services to be provided hereunder, then:

15           7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall  
16                           apply to the Parties and this Agreement, and this Agreement shall be deemed to be  
17                           amended to be consistent with such change(s) except to the extent that such  
18                           change(s) alter(s) a material provision of this Agreement, in which case, such  
19                           material provision shall be voidable, and the Parties will negotiate in good faith to  
20                           amend the Agreement as necessary; and

21           7.13.2. To the extent any of the changes are not of mandatory application, such change(s)  
22                           shall not affect this Agreement or the rights or obligations of County and non-  
23                           County Parties under this Agreement, unless Parties mutually agree to subject  
24                           themselves to such change(s).

25           7.14. **Representation.**

26           7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation  
27                           shall be represented by their respective OPSG Coordinators, or their designees, in  
28                           all discussions pertaining to this Agreement.

1 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,  
2 or their designees, in all discussions pertaining to this Agreement.

3 7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute  
4 concerning services and payment arising from this Agreement, Parties' OPSG  
5 Coordinators, or their respective designees, will meet and confer within ten (10) business  
6 days after receiving notice of the dispute to resolve the dispute.

7 7.16. **Termination of Funding.**

8 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is  
9 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall  
10 be considered null and void, and Parties shall no longer be required to provide  
11 OPSG activities as described herein.

12 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is  
13 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually  
14 develop and implement, within a reasonable period, a transition plan for the  
15 provision of OPSG activities through alternate means.

16 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

17 ///

18 8. **SPECIAL PROVISIONS.**

19 8.1. **Lobbying and Political Activities.**

20 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for  
21 persons entering into a contract, grant, loan, or cooperative agreement from an  
22 agency or requests or receives from an agency a commitment providing for the  
23 United States to insure or guarantee a loan, each Party independently certifies that:

- 24 (a) No federal appropriated funds have been paid for or will be paid, by or on  
25 behalf of the undersigned, to any person for influencing or attempting to  
26 influence an officer or employee of an agency, a Member of Congress, an  
27 officer or employee of Congress, or an employee of a Member of Congress  
28 in connection with the awarding of any Federal contract, the making of any

1 federal grant, the making of any federal loan, the entering into of any  
2 cooperative agreement, and the extension, continuation, renewal,  
3 amendment, or modification of any federal contract, grant, loan, or  
4 cooperative agreement.

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

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

16 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5  
17 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of  
18 employees whose principal employment activities are funded in whole or in part  
19 with federal funds.

20 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,  
21 to support the enactment, repeal, modification, or adoption of any law, regulation,  
22 or policy without the express written approval from Cal OES or the federal  
23 awarding agency.

24 **8.2. Debarment and Suspension.**

25 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarring or  
26 suspending those persons deemed irresponsible in their dealings with the federal  
27 government. Each Party independently certifies that it and its principal,  
28 subgrantees, recipients, or subrecipients:

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

18 8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement  
19 is unable to certify to any of these statements in the certification listed in Paragraph  
20 8.2.1, such Party shall provide a written explanation to County.

21 **9. CALIFORNIA LAW.**

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

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

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**COUNTY OF IMPERIAL  
SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Federico Miramontes  
Sheriff

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

By: \_\_\_\_\_  
George Marquez  
District Attorney

**CALIFORNIA HIGHWAY PATROL  
CALEXICO OFFICE,  
EL CENTRO OFFICE,  
INDIO OFFICE,  
WINTERHAVEN OFFICE**

By: \_\_\_\_\_  
Scott Parker  
Border Division Chief

**CITY OF BRAWLEY  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
Jimmy Duran  
Chief

**CITY OF EL CENTRO  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
Robert Sawyer  
Chief

**COUNTY OF IMPERIAL  
DEPARTMENT OF PROBATION**

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

**IMPERIAL COUNTY NARCOTIC  
TASK FORCE**

By: \_\_\_\_\_  
George Marquez  
Imperial County District Attorney

**CALIFORNIA DEPARTMENT OF  
FISH AND WILDLIFE**

By: \_\_\_\_\_  
Melinda Peacock  
Branch Chief, Business Management Branch

**CITY OF CALEXICO  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
Jesus Serrano  
Interim Chief

**CITY OF IMPERIAL  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
Michael Crankshaw  
Interim Chief

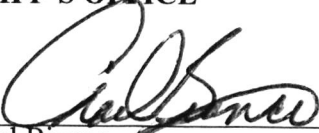
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1  
2 **CITY OF CALIPATRIA**  
3 **POLICE DEPARTMENT**

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

4 By: \_\_\_\_\_  
5 Lynn A. Mara  
6 Chief

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


7 **APPROVED AS TO FORM:**

8 Eric Havens  
9 County Counsel

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel – County of Riverside

10  
11 By: \_\_\_\_\_  
12 Danuta Tuszynska  
13 Deputy County Counsel

By:  \_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

JUL 18 2023 3.25

**MINUTE ORDER  
OF  
IMPERIAL COUNTY  
BOARD OF SUPERVISORS**

<b>Date:</b> February 15, 2022	<b>Book:</b> 448	<b>Page:</b> 267	<b>File #:</b> 300.34	<b>M.O.#:</b> 25
<b>Department:</b> SHERIFF-CORONER			<b>2nd Page:</b>	

THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, on a motion by Supervisor : CASTILLO , second by Supervisor : M. KELLEY and approved by the following roll call vote;

**AYES :** ESCOBAR, PLANCARTE, M. KELLEY, R. KELLEY, CASTILLO

**NAYES :** NONE

**ABSTAINED :** NONE

**EXCUSED OR ABSENT :** NONE

Approved the following actions:

- a. Accepted Fiscal Year 2021 Operation Stonegarden Grant (OPSG);
- b. Authorized Sheriff-Coroner to sign Fiscal Year 2021 Operation Stonegarden Grant Award, Grant Assurances and Memorandum of Understanding with participating agencies.
- c. Adopted Resolution relating to Fiscal year 2021 Operation Stonegarden Grant Funding.

<b>Topic:</b> Grant Approval	<b>X-Topic:</b> 2021 Operation Stonegarden Grant
<b>CC:</b> <input checked="" type="checkbox"/> File <input type="checkbox"/> Behavioral Health <input type="checkbox"/> District Attorney <input type="checkbox"/> Info/Tech <input type="checkbox"/> Public Health <input type="checkbox"/> Other... <input type="checkbox"/> Ag. Comm <input checked="" type="checkbox"/> CEO <input type="checkbox"/> Facilities Manag. <input type="checkbox"/> OET <input type="checkbox"/> Public Works <input type="checkbox"/> Assessor <input type="checkbox"/> County Clerk <input type="checkbox"/> Fire/OES <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Sheriff-Coroner <input checked="" type="checkbox"/> Auditor <input type="checkbox"/> County Counsel <input type="checkbox"/> HR - Risk <input type="checkbox"/> Probation <input type="checkbox"/> Social Services	

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL  
RELATING TO FISCAL YEAR 2021 OPERATION STONEGARDEN GRANT FUNDING**

**RESOLUTION NO. 2022-21**

**WHEREAS**, that the Imperial County Sheriff's Office (ICSO) received a notification letter of award approval from the California Office of Emergency Services (Cal OES) in the amount of \$2,400,000 under the FY 2021 Operation Stonegarden (OPSG) Grant Program; and

**WHEREAS**, ICSO will act as the fiduciary of the grant funds in accordance with the 2021 Standard Assurances for all Cal OES federal grant programs; and

**WHEREAS**, the grant funds will be used to enhance manpower in the form of increased uniformed patrol along the US-Mexico border corridors; and

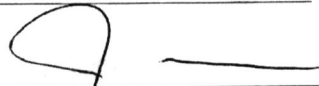
**WHEREAS**, the grant funds will also enhance the cooperation and coordination between local, state and federal law enforcement agencies to secure the United States border along routes of ingress from the international border.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

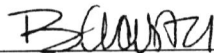
1. The Sheriff and Undersheriff are authorized to execute for, and on behalf, of the named applicant, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security, and sub-granted through the California Governor's Office of Emergency Services for the FY 2021 Operation Stonegarden Grant Program.

**PASSED AND ADOPTED**, by the Board of Supervisors of Imperial County, California, this February 15th, 2022, by an affirmative vote of the members present.

AYES: \_\_\_\_\_ Escobar, Plancarte, M. Kelley, R. Kelley, Castillo \_\_\_\_\_  
 NOES: \_\_\_\_\_ None \_\_\_\_\_  
 ABSTAINED: \_\_\_\_\_ None \_\_\_\_\_  
 ABSENT: \_\_\_\_\_ None \_\_\_\_\_

  
 \_\_\_\_\_  
 Jesus Eduardo Escobar  
 Chairman of the Board of Supervisors

ATTEST:

  
 \_\_\_\_\_  
 Blanca Acosta,  
 Clerk of the Board of Supervisors

**U.S. Department of Homeland Security  
U.S. Customs and Border Protection  
Operations Order Report**

**Op Order Name:** OPSG OO CA - Imperial FY21  
**Op Order Number:** 22-ELCELC-10-004 Version 0  
**Op Dates From:** 9/1/2021 **To:** 8/31/2024  
**Report Date:** 10/22/2021

\*\*\*

**(U) Warning:** The information contained herein remains under the control of the Department of Homeland Security (DHS), through U.S. Customs and Border Protection (CBP). It is being disseminated for authorized law enforcement purposes only.

**(U)** This document contains information that is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. § 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public, the media, or other personnel who do not have a valid need-to-know without prior approval of an authorized CBP official.

**(U)** Privacy Act 5 U.S.C. § 552a(b) "No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains [subject to 12 exceptions]." OOs and OPSG Operational documents contain shared intelligence, information, targeted enforcement information, Personally Identifiable Information (PII) of USBP and partner State, Local, and Tribal law enforcement entities. PII should not be released as it places public safety officials in danger from illicit actors and shared intelligence and information should not be disclosed without notice and permission from the contributing law enforcement agencies."

\*\*\*

## **Executive Summary**

Operation Stonegarden (OPSG) is based on a FEMA grant allowing state and local law enforcement agencies in Imperial and Riverside County to utilize their own law enforcement authorities to support the border security mission. OPSG funds are solely invested in collaborative efforts to secure the United States borders along ingress routes and travel corridors that lead from the U.S. - Mexico borders.

Operation OPSG OO CA - Imperial FY21 will enable multilateral enforcement efforts between state and local law enforcement agencies in the El Centro Sector (ELC) area of responsibility (AOR) by increasing a patrol-based law enforcement presence throughout the communities and highways of the Imperial and Coachella Valleys. Deploying friendly forces in areas not traditionally patrolled by ELC is essential in refining operational control of the border.

## **I. SITUATION**

### **A. General Situation:**

ELC is responsible for 70 linear miles along the international border with most of the U.S. Border Patrol (USBP) resources dedicated to the immediate border and at three (3) USBP Checkpoints. The checkpoints are located on California State Routes (SR) 86, 111 and County Route S2. In addition, there are two (2) U.S. CBP Ports of Entry (POE), one located in downtown Calexico, California and one situated six miles east of Calexico, both of which are operated by the Office of Field Operations (OFO).

In 2021, ELC projects it will continue to experience resource shortfalls that challenge the border security mission. Contributing factors are personnel shortages, quick vanishing times, extended detention times, transportation and hospital watch duties, all which compromise border security operations. Border security operations are further compromised when responding to highly resource intensive emergent situations such as mass migration events.

Transnational Criminal Organizations (TCO) are active throughout the United States and involved in various criminal enterprises, affecting the communities and institutions across the United States. TCOs operating in the ELC AOR are involved in a network of cross-border criminal activities and have the capability to compartmentalize their criminal ventures by establishing a recruitment base in both Mexicali, BC, Mexico, Imperial County, and the Coachella Valley. This allows TCOs to recruit criminal organizations in the United States, and/or individuals, into criminal roles such as "foot-guide", "load driver", "stash-house" operator, money courier, etc.

Stonegarden operations are an effective way to disrupt TCOs capabilities by targeting their reliance on both private and commercial vehicles, which are utilized to smuggle their illicit cargo into the United States. The main travel routes from Imperial County lead drivers and scouts to various checkpoints. If the checkpoints are operational, the drivers and scouts are vulnerable to detection and may face the decision of taking alternate routes to circumvent them. Increasing patrols on highways used as circumvention routes augments checkpoint operations by adding another layer of enforcement. Accordingly, TCOs have established stash-houses within the municipalities of Imperial County, which have become integral to their criminal ventures and provides them a tactical advantage.

### **B. Terrain/Weather:**

The ELC AOR is in a bowl formed by mountain ranges on both the east and west edges of the county, which contribute to its diverse topography and extreme heat during the summer months. On the western edge of the sector is a 4,000-foot, boulder-laden mountain range that descends east into an open expanse of mostly flat desert terrain. Continuing east and adjacent to the desert are contiguous farming operations, which run northward from the international border to the Salton Sea, cutting a wide swath through the center of the sector. An advantage for friendly forces is that the terrain and limited number of major

freeways creates natural chokepoints on roads that lead to larger metropolitan cities such as Los Angeles, California.

County roads and state highways transiting near or through small communities provide TCOs the opportunity for bi-directional smuggling into and out of the ELC AOR. Considering the proximity of Interstate 8 and Highway 98 (SR98) to the U.S. – Mexico border, the adversary has the advantage of exploiting the quick vanishing times from the border entry zones.

Temperatures in the Imperial and Coachella Valleys are amongst the highest in the nation. During the summer months, the extreme heat has an adverse effect for both the adversary and friendly forces.

Due to high average temperatures and the low altitude of the area, the Imperial Valley will typically have higher than average wind speeds. March is the windiest month of the year, with an average maximum wind speed of 30 miles per hour. Wind gusts have a significant impact on ELC operations, with speeds over 30 miles per hour. These gusts can cause delays or cancellation of flight operations, surveillance and affect checkpoint operations.

#### **C. Criminal Element:**

TCOs conduct human, narcotics, and bulk-cash trafficking operations within the ELC AOR and rely heavily on motor vehicles. TCOs are aware that ELC assets are predominantly located at the border or checkpoints with a less significant patrol presence on the Interstate and around the communities north of Calexico, California. Most narcotics smuggling loads enter the U.S. via a land POE in either privately owned vehicles or commercial trucks. This illicit cargo is often strategically staged throughout Imperial County until TCOs believe conditions are optimal to ensure they have a higher probability of avoiding detection and successfully transporting their contraband further into the interior of the U.S.

Additionally, to defeat border security operations, both at the border and checkpoints, the adversary has expanded its capabilities by conducting operations within the air domain. A vulnerability faced by TCOs is the need for ground crews and sites for both launch and recovery operations. These landing and drop zones for Ultra-Light Aircraft (ULA) and Small Unmanned Air Systems (SUAS) expose their ground crews to interdiction by law enforcement.

TCOs have formed alliances with gangs to control trafficking routes, distribute drugs, and establish stash houses as necessary to protect their criminal activities. Stonegarden friendly forces can target these criminals, especially if they operate away from the border and in or near the Imperial and Coachella Valley communities.

Lastly, Terrorism is a threat stream that remains an intelligence gap within ELC. Information currently available has failed to identify Foreign Terrorist Organizations (FTO), Domestic Terrorist Organizations (DMTO), and Homegrown Violent Extremists (HVE).

**D. Friendly Forces:**

<b>Agency</b>	<b>LEO</b>	<b>OPSG</b>
Imperial County Sheriff's Office	94	25
California Highway Patrol El Centro Station	14	5
California Highway Patrol Calexico Station	16	5
California Highway Patrol Winterhaven Station	25	5
El Centro Police Department	46	5
Brawley Police Department	45	6
Calexico Police Department	22	4
Imperial Police Department	16	5
Calipatria Police Department	4	3
Imperial County Probations	65	11
Imperial County District Attorney's Office	14	4
Imperial County Narcotic Task Force	10	7
California Department of Fish and Wildlife	23	3
Riverside County Sheriff's Department	40	10

**II. MISSION**

From September 1, 2021, through August 31, 2024, Operation Stonegarden, supported by FEMA funding, will incorporate the whole-of-government approach to increase state and local law enforcement operational efforts intended to enhance border security.

**III. EXECUTION**

**A. Management/Supervisor Intent:**

**Purpose:** Increase state and local law enforcement presence on the highways and in the communities throughout the ELC AOR to support border security.

**Method:** Utilize a whole-of-government approach to border security by funding collaborative efforts with state and local law enforcement friendly forces.

**End State:** Increased state and local law enforcement presence along ingress routes from the international border and travel routes within the ELC AOR.

**B. General Concept:**

This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws (Title 8 USC). It is anticipated however that increased enforcement activities under OPSG will degrade the ability of criminal organizations to operate within the greater Imperial and Coachella Valley areas, thereby reducing their threat to border security.

OPSG will emphasize measures that increase border security through joint operations that are patrol-based. Participating state and local agencies will utilize their unique areas of expertise and jurisdictional authority to collaboratively patrol the travel corridors that transit from the international border and/or through Imperial County and the Coachella Valley. In addition, intelligence driven multi-agency criminal surge operations that have a border nexus will be conducted throughout the municipalities within the county.

Participating agencies will utilize OPSG funding for overtime, mileage, and the acquisition of equipment to support border security-based law enforcement operations. This plan is subject to approval by the Chief Patrol Agent - El Centro Sector, U.S. Border Patrol Headquarters and Federal Emergency Management Agency (FEMA) Grant Program Directorate (GPD) prior to release of OPSG funds.

No funds may be obligated or drawn down in support of OPSG operations without FEMA GPD approval of the final Campaign Plan (OPORD).

**C. Specific Responsibilities:**

OPSG funding will not be used to supplant an agencies inherent law enforcement operations or other activities not directly related to border security.

Effective border security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Each participating agency are required to contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Any Stonegarden forces unable to comply with the grant requirements need to identify in writing how they will address, and overcome any existing laws, policies, and practices that prevent information sharing.

OPSG Sub-recipients and associated friendly forces will not enforce Title 8 (U.S. Immigration Law) nor will they be granted any additional authorities or powers to enforce immigration law. Sub-recipients and associated friendly forces will enforce state law and local municipality codes against violators in target areas to help reduce criminal activity that have a border security nexus.

Each participating agency conducting Stonegarden operations will be required to notify the El Centro Sector's Tactical Operation Center (Radio) at the start of their respective shift. At the conclusion of each Stonegarden operation or shift, each agency is responsible to ensure a Daily Activity Report (DAR) is completed within 48 hours via the Homeland Security Information Network (HSIN). Reports will include a narrative to document patrol areas, any significant seizures, prosecution cases, and penal code apprehensions. DARs will be reviewed to ensure compliance with grant guidelines and utilized to measure performance.

During Stonegarden operations, communication will be conducted via the participating law enforcement agencies respective dispatch centers. Multi-agency operations requiring communications interoperability will be coordinated



with the respective participating agencies to ensure that all participating officers have the appropriate communications equipment.

**D. Coordinating Instructions:**

ELC, state and local partners will establish and maintain an OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies, co-chaired by representatives from ELC and ICSSO. A minimum of two IPT meetings are mandatory, one prior to submitting the Concept of Operation (CONOP) and the second prior to submitting the Campaign Plan (OPORD).

The Imperial County Sheriff's Office (sub recipient) and eligible friendly forces must coordinate with ELC in developing and submitting a CONOP with an embedded budget to the State Administrative Agency (SAA). The operational plan will be developed collaboratively between federal, state, and local law enforcement agencies. Each eligible friendly force will develop a plan identifying a proposal of action to address enforcement efforts that enhance border security. The SAA will be responsible to apply for grant funding and submitting the CONOP to FEMA during the Notice of Funding Opportunity (NOFO) open period.

After awards are announced, the IPT will re-scope the CONOP into a Campaign Plan (OPORD) and resubmit a final OPORD with an embedded budget, based on actual dollar amounts awarded. ELC will review, approve, and submit a final OPORD to Headquarters, United States Border Patrol, Washington, D.C. (USBP HQ). Upon receipt, USBP HQ will review and forward the OPORD to the Federal Emergency Management Agency (FEMA) Grant Program Directorate (GPD) for approval.

To reiterate, state and local law enforcement agencies participating in Stonegarden may not begin operations, obligate, or expend any funds until FEMA GPD has approved the final OPORD with any existing special conditions and/or restrictions removed.

Any modifications to an approved OPORD will require a fragmentary operation order (FRAGO).

**Public/Open Records Requests:**

To accomplish the OPSG mission, law enforcement sensitive information is shared between Federal, State, and local friendly forces. This information includes intelligence sharing, CONOPS/Applications, Operations Orders, Fragmentary Orders, Daily Activity Reports, After Action Reports, and more. OPSG records and documents are Law Enforcement Sensitive and are to be secured by all parties involved in OPSG operations from release of data or information to individuals or entities without a legally sufficient need to know.

OPSG documents, data, and information must also be protected from inadvertent or improper distribution.

State Administrative Agencies, Sub-Recipients, and Friendly Forces should, while maintaining state and local policy, also notify their local USBP Sectors Staff when a public disclosure request is received. USBP Sector Staff will notify the appropriate USBP HQ Staff about the request for awareness. In turn, USBP HQ will provide applicable assistance to ensure the appropriate handling of the request and insure maximum protection of Personally Identifiable Information (PII) and Operations Security (OPSEC) of OPSG documents, data, and information.

#### IV. ADMINISTRATION/LOGISTICS

##### A. Cost Estimates/Funding Issues:

Administration/Logistic/Budget		Narrative Justification	Federal Request
<b>Law Enforcement Operational Overtime</b> <i>*Over 50% in OT funding needs a Personal Cap Waiver request letter</i>		ICSO: \$464,985.00 CHP El Centro: \$157,000.00 CHP Calexico: \$137,050.00 CHP Winterhaven: \$154,150.00 El Centro PD: \$73,166.00 Brawley PD: \$86,942.00 Calexico PD: \$55,449.60 Imperial PD: \$71,345.25 Calipatria PD: \$21,120.00 Imperial County Prob: \$23,870.00 Imperial County DAO: \$46,080.00 Imperial County NTF: \$66,616.20 CDFW: \$36,720.00 RCSD: \$190,520.00	\$1,585,014.05
<b>Fringe Benefits for Law Enforcement</b>		ICSO: \$6,742.58 CHP El Centro: \$25,999.20 CHP Calexico: \$22,695.48 CHP Winterhaven: \$25,527.24 El Centro PD: \$15,811.17 Brawley PD: \$2,469.15 Calexico PD: \$11,877.30 Imperial PD: \$12,585.30 Calipatria PD: \$5,913.60 Imperial County Prob: \$346.12 Imperial County DAO: \$668.16	\$150,485.01

		Imperial County NTF: \$965.93 CDFW: \$6,080.83 RCSD: \$12,802.94	
		<b>Overtime and Fringe Total</b>	\$1,735,499.06
<b>General Equipment</b> <i>*Justification Letter needed for \$100K or more purchases *If more space is needed show total equipment cost and list all equipment in justification section of budget</i>		ICSO: \$4,000.00 El Centro PD: \$250,000.00 Imperial PD: \$2,450.00 RCSD: \$30,000.00	\$286,450.00
<b>Special Equipment</b> <i>*Needs Justification Letter</i>		N/A	\$0.00
<b>Vehicles, Watercraft, other type of vehicles</b> <i>*Needs Justification Letter</i>		N/A	\$0.00
<b>Regional Capability Building Equipment</b> <i>*Needs Justification Letter</i>		N/A	\$0.00
		<b>Equipment Total</b>	\$286,450.00
<b>Vehicle</b>	Fuel Cost	N/A	\$0.00
	Maintenance Cost	N/A	\$0.00
	Mileage Cost	ICSO: \$75,980.00 CHP El Centro: \$42,240.00 CHP Calexico: \$40,320.00 CHP Winterhaven: \$42,240.00 El Centro PD: \$5,800.00 Brawley PD: \$5,800.00 Calexico PD: \$5,220.00 Imperial PD: \$5,220.00 Calipatria PD: \$2,030.00 Imperial County Prob: \$2,030.00 Imperial County DAO: \$4,490.94 Imperial County NTF: \$4,640.00 CDFW: \$4,640.00 RCSD: \$17,400.00	\$258,050.94
		<b>Vehicle Cost Total</b>	\$258,050.94

<b>Travel, Lodging, and Per diem</b>	<i>For Deployed LE and/or Federally Sponsored (DHS/FEMA) border security task force meetings (IPTs)</i>	N/A	\$0.00
<b>State M&amp;A</b>	<i>2.5% of sub-recipient M&amp;A</i>	N/A	\$0.00
<b>County M&amp;A</b>	<i>M&amp;A cannot exceed 5%</i>	ICSO: \$120,000.00	\$120,000.00
		<b>Total M&amp;A</b>	\$120,000.00
<b>Indirect Costs</b>	<i>If using Indirect Costs, a letter must be attached explaining FEMA's agreed percentage</i>	N/A	\$0.00
<b>Unallocated Funds</b>		Individual total of unallocated funds for each Sub-recipient and Friendly Force	\$0.00
		<b>Total Funding Cost</b>	\$2,400,000.00

Agency name	Overtime				Fringe		
	Officers/Dispatchers	Estimated Hours (per Officer)	Estimated Overtime Rate	Estimated Overtime Total	Estimated Fringe Rate	Estimated Fringe Total	
Imperial County Sheriff's Office	Deputies:	25	290	\$58.66	\$425,285.00	1.45%	\$6,166.93
	Dispatch:	5	200	\$39.70	\$39,700.00	1.45%	\$575.65
California Highway Patrol El Centro Station	Officers:	5	260	\$114.00	\$148,200.00	16.56%	\$24,541.92
	Dispatch:	1	200	\$44.00	\$8,800.00	16.56%	\$1,457.28
California Highway Patrol Calexico Station	Officers:	5	225	\$114.00	\$128,250.00	16.56%	\$21,238.20
	Dispatch:	1	200	\$44.00	\$8,800.00	16.56%	\$1,457.28
California Highway Patrol Winterhaven Station	Officers:	5	255	\$114.00	\$145,350.00	16.56%	\$24,069.96
	Dispatch:	1	200	\$44.00	\$8,800.00	16.56%	\$1,457.28
El Centro Police Department	Officers:	5	200	\$65.00	\$65,000.00	21.61%	\$14,046.50
	Dispatch:	1	200	\$40.83	\$8,166.00	21.61%	\$1,764.67
Brawley Police Department	Officers:	6	200	\$65.73	\$78,876.00	2.84%	\$2,240.08
	Dispatch:	1	200	\$40.33	\$8,066.00	2.84%	\$229.07
Calexico Police Department	Officers:	4	205	\$61.53	\$50,454.60	21.42%	\$10,807.38
	Dispatch:	1	150	\$33.30	\$4,995.00	21.42%	\$1,069.93

Imperial Police Department	Officers:	5	185	\$77.13	\$71,345.25	17.64%	\$12,585.30
Calipatria Police Department	Officers:	3	200	\$35.20	\$21,120.00	28.00%	\$5,913.60
Imperial County Probations	Officers:	11	35	\$62.00	\$23,870.00	1.45%	\$346.12
Imperial County District Attorney's Office	Officers:	4	180	\$64.00	\$46,080.00	1.45%	\$668.16
Imperial County Narcotic Task Force	Officers:	7	180	\$52.87	\$66,616.20	1.45%	\$965.93
California Department of Fish and Wildlife	Officers:	3	180	\$68.00	\$36,720.00	16.56%	\$6,080.83
Riverside County Sheriff's Department	Officers:	10	200	\$95.26	\$190,520.00	6.72%	\$12,802.94
				Total	\$1,585,014.05	Total	\$150,485.01

General Equipment						
Agency Name	Item Number	AEL #	Equipment Name	Quantity	Price	Total
Riverside County Sheriff's Department	1	07CD-01-MONO	TruNarc	1	\$30,000.00	\$30,000.00
El Centro Police Department	2	03OE-01-ALPR	ALPR Equip.	8	\$31,250.00	\$250,000.00
Imperial County Sheriff's Office	3	03OE-01-ALPRS	ALPRS	5	\$800.00	\$4,000.00
Imperial PD	4	09PH-04-NALX	Naloxone	14	\$175.00	\$2,450.00
						\$286,450.00

**Item 1:** Within the last two-years RCSD and local law enforcement partners have seen a substantial increase in dangerous drugs smuggled from Mexico, such as fentanyl, being seized in our area of operation. This emerging threat has caused a significant amount of overdose deaths. This also presents a threat to law enforcement, as some officers have been hospitalized after exposure to these substances. A tactic commonly used by TCO's is to lace other narcotics with fentanyl to disrupt enforcement efforts, exploiting the fact that some agencies do not allow officers to field test suspected fentanyl using traditional methods (NIK kit etc.). TruNarc is a handheld non-intrusive device for testing narcotics which can identify controlled substances, precursors, and cutting agents. It can also identify emerging threats such as fentanyl (with 40 variants including Carfentanil). TruNarc utilizes non-contact, non-destructive sampling for most samples. The user can scan directly through plastic bags or glass containers to minimize contamination and reduce the risk of exposure. Having this capability would greatly increase officer safety in the field, as the RCSD interdiction team does not currently have any TruNarc devices available. This is the safest and most effective method to precisely identify exactly what substances are being smuggled into our Country and further into its interior along major routes of travel. Having this capability would also allow for better shared intelligence, resulting in enhanced border safety and security.

**Item 2:** El Centro Police Department will use the awarded funds to purchase automated license plate recognition (ALPR) equipment to expand the existing Imperial County Regional ALPR Program. The purchase amount includes eight fixed cameras with supporting hardware, an

extended warranty, and will also cover the cost of installation and permitting. The purchased equipment will be installed at one intersection on existing infrastructure.

License plate information collected through this program is shared directly with USBP and the Drug Enforcement Administration's National Plate Reader Program. This purchase of ALPR equipment will enhance our law enforcement capabilities to collect information and gather intelligence for distribution to our federal, state, and local law enforcement partners in support of our border security efforts.

El Centro Police Department will comply with the State Administrative Agency's requirement to register or enter into an agreement to share data and information from ALPRs with other participating law enforcement agencies.

**Item 3:** ICSO is an active member of the Imperial County Regional ALPR Program. ICSO currently utilizes ALPR cameras and related hardware in our patrol vehicles which was purchased and installed using Operation Stonegarden Fund Year 2016 grant funds. Some of our existing equipment has now reached the end of its service life due to obsolescence and requires replacement. The purchase of these updated cameras and supporting hardware will enable our office to continue being effective participants in this program.

ICSO will comply with the State Administrative Agency's requirement to register or enter into an agreement to share data and information from ALPRs with other participating law enforcement agencies.

**Item 4:** There is a high probability that law enforcement officers supporting Operation Stonegarden efforts in Imperial County will encounter fentanyl, heroin, or other related opioids while performing their duties. An accidental exposure to these substances can have deadly consequences. Imperial Police Department officers having Naloxone immediately available to administer to themselves, fellow first responders, or members of the public following a known or suspected exposure to these substances can help save lives.

Mileage			
Agency name	Estimated miles	Estimated Mileage Rate	Estimated Overtime total
Imperial County Sheriff's Office	131,000	\$0.58	\$75,980.00
California Highway Patrol El Centro Station	44,000	\$0.96	\$42,240.00
California Highway Patrol Calexico Station	42,000	\$0.96	\$40,320.00
California Highway Patrol Winterhaven Station	44,000	\$0.96	\$42,240.00
El Centro Police Department	10,000	\$0.58	\$5,800.00
Brawley Police Department	10,000	\$0.58	\$5,800.00
Calexico Police Department	9,000	\$0.58	\$5,220.00
Imperial Police Department	9,000	\$0.58	\$5,220.00
Calipatria Police Department	3,500	\$0.58	\$2,030.00
Imperial County Probations	3,500	\$0.58	\$2,030.00
Imperial Count District Attorney's Office	7,743	\$0.58	\$4,490.94
Imperial County Narcotic Task Force	8,000	\$0.58	\$4,640.00

California Department of Fish and Wildlife	8,000	\$0.58	\$4,640.00
Riverside County Sheriff's Department	30,000	\$0.58	\$17,400.00
		Total	\$258,050.94

**B. Travel:**  
Not applicable

**C. Lodging:**  
Not applicable

**D. Reception of Detailed Personnel:**  
Not applicable

**E. Uniform and Equipment:**  
Uniform and equipment will be prescribed by the participating state and local law enforcement agencies' respective chain of command.

**F. Special Equipment:**  
Not applicable

**G. Processing:**  
Apprehended individuals and seized property will be processed in accordance with all federal, state, and local laws, as well as each respective agencies' individual policies and guidelines.

**H. Medical:**  
Medical emergencies will be managed by individual participating agencies in accordance with their own existing policies and procedures.

Hospital:

Pioneers Memorial Hospital  
Trauma Level IV  
207 West Legion Road  
Brawley, CA 92227  
(760) 351-3333

El Centro Regional Medical Center  
Trauma Level IV  
1150 N. Imperial Avenue  
El Centro, CA 92243

(760) 339-7100

Desert Regional Medical Center  
Trauma Level II  
1150 N. Indian Canyon Dr.  
Palm Springs, CA 92262  
(760) 323-6511

UC San Diego Health Hillcrest  
Trauma Level I  
200 W Arbor Dr.  
San Diego, CA 92103  
(619) 543-6222

Yuma Regional Medical Center  
Trauma Level IV  
2400 S. Ave A  
Yuma, AZ 85364  
(928) 344-2000

Air Transport:

Reach Air Medical  
1111 Airport Rd.  
Imperial, CA 92251  
(760) 427-3244

**I. Detention/Transportation:**

Apprehended individuals will be transported in accordance with federal, state, and local laws, policies, agreements, and guidelines of the arresting agency.

**J. Vehicles:**

State and local law enforcement marked vehicles will be used in support of this operation. Participating agencies will be responsible for the fuel and maintenance of their vehicles. Mileage costs may be reimbursed in whole or in part for those vehicles utilized in Stonegarden operations.

**V. COMMAND/CONTROL/COMMUNICATION**

**A. Chain of Command:**

Chief Patrol Agent Gregory K. Bovino  
Deputy Chief Patrol Agent Travis S. Darling  
(A) Division Chief Zachary A. Welzein  
Division Chief Jorge L. Chapa  
Assistant Chief Patrol Agent Radames Aviles

**B. Unit Command:**



El Centro Sector:

- Special Operations Supervisor Marcelino Velasco 760-335-5811
- Border Patrol Agent Programs Marco Rios 760-335-5811

Imperial County Sheriff's Office:

- Lieutenant Emmet Fried 442-265-2118
- Admin. Analyst Laura Bowen 442-265-2035

California Highway Patrol:

- Sergeant German Lazarin (Winterhaven) 760-572-0294
- Sergeant Hector Tavares (Calexico) 760-768-4000
- Sergeant Jose Serrano (El Centro) 760-312-1800

California Department of Fish and Wildlife

- Lieutenant Lee King 760-337-2677

El Centro Police Department:

- Deputy Chief Robert Sawyer 760-335-4676

Brawley Police Department:

- Detective Juan Morales 760-351-7773

Calexico Police Department:

- Lieutenant Jesus Serrano 760-427-3953
- Sergeant Armando Orozco 760-768-2140

Imperial Police Department:

- Captain Max Sheffield 760-457-5529

Calipatria Police Department:

- Sergeant Eric Trevino 760-348-2211
- Investigator Freddie Beltran 760-348-2212

Imperial County Probation Department:

- DM Kevin Arellano 442-265-2355

Imperial County District Attorney's Office:

- Commander Carl Armstrong 760-335-5393

Imperial County Narcotic Task Force

- Commander John Seaman 760-337-3706

Riverside County Sheriff's Department:

- Sergeant Jeremy Harding 951-581-2570

**C. Communication Details:**

OPSG operations primary communication will be conducted via the participating law enforcement agencies' respective dispatch centers. Multi-agency operations

requiring communications interoperability will be coordinated with the respective participating agencies and ensure that all participating officers have the appropriate communications equipment.

**D. Map Coordinates:**

**Notes:** El Centro Sector AOR

	<b>Longitude</b>	<b>Latitude</b>
<b>Degrees : Minutes : Seconds</b>	115 : 33 : 17	32 : 49 : 26
<b>Decimal</b>	-115.55475	32.82396

**Location Zone:** Z29

**ANNEX**

- A. Administration Annex:**
- B. Execution Annex:**
- C. Communication Annex:**

**Media Action Plan:**

All Border Patrol inquiries will be directed to the El Centro Sector Public Information Office/Communications Division. State and local agencies will manage media inquiries as specified by their individual departmental policies.

State Administrative Agencies, Sub-Recipients, and Friendly Forces should notify El Centro Sector Staff when a public disclosure request is received. USBP Sector Staff will notify the appropriate USBP HQ Staff about the request for awareness. USBP HQ will provide applicable assistance to ensure the appropriate handling of the request to insure maximum protection of Personally Identifiable Information (PII) and Operations Security (OPSEC) of OPSG documents, data, and information.

**Legal Review:**

Reviewed by USBP HQ, California SAA CAL OES and FEMA

**Risks:**

No supplementary risks have been associated with this Op Order.

AGREEMENT FOR THE

FISCAL YEAR 2021 OPERATION STONEGARDEN GRANT PROGRAM

THIS AGREEMENT ("Agreement"), made and entered into effective the \_\_\_ day of \_\_\_\_, 2023, 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"), and 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 ("County of Riverside"), (individually, "Party;" collectively, "Parties"), for program support of the FY 2021 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 2021; 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

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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. 25, dated  
4 February, 15, 2022 approved and authorized the Imperial County Sheriff to enter into this Agreement with  
5 participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be used  
6 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 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance  
10 audit report of **Two Million Four Hundred Thousand Dollars (\$2,400,000.00)** or more of OPSG federal  
11 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 2022-2023.

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 September 1, 2021, and  
20                   shall continue in effect through and terminate at midnight on August 31, 2024,  
21                   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 August 31,  
23                   2024 shall be subject to remaining grant funds and to a time extension approved by  
24                   DHS 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.

28    ///

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 "Operations Order Report,"  
9 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully  
10 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 ///

27 ///

28 ///

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

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

4           4.2.2.   Parties shall provide OPSG with qualified personnel to meet performance standards  
5           and scope of service defined herein and as further specified in   **Exhibit "A."**

6           4.2.3.   County Participating Agency Discretion.

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

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

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

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

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

24          4.2.4.   Non-County Parties' Discretion.

25          (a)   Non-County Parties shall be responsible for the management, direction, and  
26          supervision of their respective OPSG personnel, and the standards of  
27          performance, discipline, and all other matters incidental to the performance  
28          of such services, in each respective non-County Party's sole but reasonable

1 judgment, and in accordance with the provisions of applicable labor  
2 agreements.

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

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

8 4.2.5. OPSG Coordinators.

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

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

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

18 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their  
19 qualified respective personnel are provided to OPSG activities at all times during  
20 the term of this Agreement to meet the commitments set forth herein.

21 4.2.7. Pre-Authorization of Overtime.

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

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

26 4.2.8. Equipment and Supplies.



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

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

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

18 **5.1. General.**

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

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

27 5.1.3. No reimbursement shall be made to a Party during any period of time within which  
28 that Party is in default on filing any informational or financial reports required by

1 County. County, through its Sheriff's Office, shall make any necessary adjustments  
2 to Party claims to correct for previous overpayments and disallowances or  
3 underpayments.

4 5.1.4. Payments made by County are dependent on the continued availability of grant  
5 funds from DHS passed through CalOES.

6 5.1.5. The amount of available OPSG funds shall not exceed **Two Million Four Hundred**  
7 **Thousand Dollars (\$2,400,000.00)** unless otherwise provided for under this  
8 Agreement.

9 **5.2. Personnel Cost/Rate of Compensation.**

10 5.2.1. During the term of this Agreement, County shall compensate Parties for  
11 preauthorized overtime worked by personnel assigned to perform OPSG activities.

12 5.2.2. Compensation made by County is based upon available funding and the actual costs  
13 incurred by Parties to provide OPSG activities under this Agreement.

14 **5.3. Method of Payment.**

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

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

23 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than  
24 5:00 p.m. of the eleventh (11<sup>th</sup>) business day following the end of each calendar  
25 month during the term of this Agreement to:

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

1 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's  
2 Office will process the request for reimbursement to DHS passed through CalOES.

3 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS  
4 passed through CalOES, County's Sheriff's Office will submit a claim for payment  
5 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

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

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

11 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose  
12 costs are reimbursable under this Agreement, to include, at a minimum, the person's  
13 name, classification, duty position, task and regular/overtime hours worked.

14 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office  
15 all payroll records and other records that relate to the services provided under this  
16 Agreement.

17 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities  
18 through procedures to be agreed upon within County.

19 **6. INDEMNIFICATION.**

20 **6.1. Indemnification Related to Workers' Compensation and Employment.**

21 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their  
22 respective officers, employees and agents from any claims, losses, fines, expenses  
23 (including attorneys' fees and court costs), costs, damages or liabilities arising from  
24 or related to:

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

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

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

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

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

22  
23 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

24 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

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

- 1 (b) At each Party's sole discretion, each Party may participate at its own  
2 expense in the defense of any claim, action or proceeding, but such  
3 participation shall not relieve any Party of any obligation imposed by this  
4 Agreement.
- 5 (c) Parties shall notify each other promptly of any claim, action, or proceeding  
6 and cooperate fully in the defense.

7 **6.2.2. Claims Arising from Concurrent Acts or Omissions.**

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

13 **6.2.3. Joint Defense.**

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

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

27 **7. GENERAL PROVISIONS.**

28 **7.1. Independent Contractor Status.**

- 1                   7.1.1. In the performance of services under this Agreement, County and non-County  
2                   Parties acknowledge and agree that:
- 3                   (a)     County and its respective officers, agents and/or employees shall be deemed  
4                   independent contractors and not officers, agents or employees of non-  
5                   County Parties; and
- 6                   (b)     Non-County Parties and their respective officers, agents and/or employees  
7                   shall be deemed independent contractors and not officers, agents or  
8                   employees of County.
- 9                   7.1.2. All personnel provided by County under this Agreement are under the direct and  
10                  exclusive supervision, daily direction, and control of County, and County assumes  
11                  full responsibility for the actions of such personnel in the performance of services  
12                  hereunder.
- 13                 7.1.3. All personnel provided by non-County Parties under this Agreement are under the  
14                  direct and exclusive supervision, daily direction, and control of their respective  
15                  agencies, and each agency assumes full responsibility for the actions of such  
16                  personnel in the performance of services hereunder.
- 17                 7.1.4. County and non-County Parties acknowledge and agree that County does not  
18                  control the manner and means of performing the work of non-County Parties'  
19                  officers, agents or employees who perform OPSG activities, nor does County have  
20                  the right to hire or terminate employment of such officers, agents or employees.
- 21                 7.1.5. Non-County Parties do not control the manner and means of performing the work  
22                  of County officers, agents or employees who perform OPSG activities, nor do non-  
23                  County Parties have the right to hire or terminate employment of such officers,  
24                  agents or employees.
- 25                 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County  
26                  Parties have no authority to bind County in any respect whatsoever.
- 27
- 28

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  
940 West Main Street, Suite 102  
21 El Centro, CA 92243

22 Non-County Parties:

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

Deputy Director/Administration Division  
California Department of Fish & Wildlife  
1416 Ninth Street, Twelfth Floor  
Sacramento, CA 95814

26 Imperial County Narcotics Task Force  
2417 La Brucherie Road, Suite C  
27 Imperial, CA 92251

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

1 Chief of Police  
2 Calexico Police Department  
3 420 East Fifth Street  
4 Calexico, CA 92231

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

3 Chief of Police  
4 Imperial Police Department  
5 420 South Imperial Avenue  
6 Imperial, CA 92251

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

6 Riverside County Sheriff  
7 1500 Castellano Rd.  
8 Riverside, CA 92509

8 7.3.2. A notice shall be effective:

- 9 (a) On the date of personal delivery if personally delivered before five o'clock  
10 (5:00) p.m. on a business day; or  
11 (b) On the first (1<sup>st</sup>) business day following personal delivery that did not occur  
12 before five o'clock (5:00) p.m. on a business day; or  
13 (c) Two (2) business days following the date the notice is postmarked for mail  
14 delivery; or  
15 (d) On the first (1<sup>st</sup>) business day following delivery to the applicable overnight  
16 courier, if sent by overnight courier for next business day delivery; or  
17 (e) When otherwise actually received.

18 7.4. **Amendment.** This Agreement may be modified or amended only by a written document  
19 signed by all Parties, and no verbal understanding or agreement shall be binding on the  
20 Parties.

21 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations  
22 hereunder without the prior written consent of the other Parties.

23 7.6. **Entire Agreement.**

24 7.6.1. This Agreement constitutes the complete and exclusive statement of agreement  
25 between County and non-County Parties with respect to the subject matter hereto.

26 7.6.2. All prior written and verbal understandings are superseded in total by this  
27 Agreement.

28 7.7. **Construction.**



1 7.7.1. This Agreement will be deemed to have been made and shall be construed,  
2 interpreted, governed, and enforced pursuant to and in accordance with the laws of  
3 the State of California.

4 7.7.2. The headings and captions used in this Agreement are for convenience and ease of  
5 reference only, and shall not be used to construe, interpret, expand or limit the terms  
6 of the Agreement and shall not be construed against any one (1) Party.

7 **7.8. Waiver.**

8 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to  
9 be performed by County or non-County Parties shall not be construed as a waiver  
10 of any succeeding breach of the same or other covenants, agreements, restrictions  
11 or conditions of this Agreement.

12 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this  
13 Agreement shall not be considered a waiver of any right to do so, whether for that  
14 breach or any subsequent breach.

15 7.8.3. The acceptance by County or non-County Parties of either performance or payment  
16 shall not be considered a waiver of any other Party's preceding breach of this  
17 Agreement.

18 **7.9. Authority to Enter Into Agreement.**

19 7.9.1. County and non-County Parties have all requisite power and authority to conduct  
20 their respective business and to execute, deliver and perform the Agreement.

21 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the  
22 legal power, right and authority to make this Agreement and to bind each respective  
23 Party.

24 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement  
25 this Agreement.

26 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of  
27 which shall be deemed to be an original, but all of which together shall constitute one (1)  
28 and the same instrument.

1           7.12. **Severability.**

2                   7.12.1. This Agreement is subject to all applicable laws and regulations.

3                   7.12.2. If any provision of this Agreement is found by any Court or other legal authority,  
4                               or is agreed upon by the Parties, to be in conflict with any law or regulation, then  
5                               the conflicting provision shall be considered null and void.

6                   7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of  
7                               this Agreement to any Party is lost, then the Agreement may be terminated at the  
8                               option of the affected Party, with the notice as required in this Agreement.

9                   7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall  
10                              continue in full force and effect.

11           7.13. **Legislative Changes.** If any changes are made to laws or regulations under which this  
12                   Agreement is made, or to any successor legislation or regulations, or if DHS passed through  
13                   CalOES imposes any budget requirements or limitations applicable to this Agreement and  
14                   the services to be provided hereunder, then:

15                   7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall  
16                              apply to the Parties and this Agreement, and this Agreement shall be deemed to be  
17                              amended to be consistent with such change(s) except to the extent that such  
18                              change(s) alter(s) a material provision of this Agreement, in which case, such  
19                              material provision shall be voidable, and the Parties will negotiate in good faith to  
20                              amend the Agreement as necessary; and

21                   7.13.2. To the extent any of the changes are not of mandatory application, such change(s)  
22                              shall not affect this Agreement or the rights or obligations of County and non-  
23                              County Parties under this Agreement, unless Parties mutually agree to subject  
24                              themselves to such change(s).

25           7.14. **Representation.**

26                   7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation  
27                              shall be represented by their respective OPSG Coordinators, or their designees, in  
28                              all discussions pertaining to this Agreement.

1 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,  
2 or their designees, in all discussions pertaining to this Agreement.

3 7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute  
4 concerning services and payment arising from this Agreement, Parties' OPSG  
5 Coordinators, or their respective designees, will meet and confer within ten (10) business  
6 days after receiving notice of the dispute to resolve the dispute.

7 7.16. **Termination of Funding.**

8 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is  
9 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall  
10 be considered null and void, and Parties shall no longer be required to provide  
11 OPSG activities as described herein.

12 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is  
13 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually  
14 develop and implement, within a reasonable period, a transition plan for the  
15 provision of OPSG activities through alternate means.

16 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

17 ///

18 **8. SPECIAL PROVISIONS.**

19 8.1. **Lobbying and Political Activities.**

20 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for  
21 persons entering into a contract, grant, loan, or cooperative agreement from an  
22 agency or requests or receives from an agency a commitment providing for the  
23 United States to insure or guarantee a loan, each Party independently certifies that:

- 24 (a) No federal appropriated funds have been paid for or will be paid, by or on  
25 behalf of the undersigned, to any person for influencing or attempting to  
26 influence an officer or employee of an agency, a Member of Congress, an  
27 officer or employee of Congress, or an employee of a Member of Congress  
28 in connection with the awarding of any Federal contract, the making of any

1 federal grant, the making of any federal loan, the entering into of any  
2 cooperative agreement, and the extension, continuation, renewal,  
3 amendment, or modification of any federal contract, grant, loan, or  
4 cooperative agreement.

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

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

16 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5  
17 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of  
18 employees whose principal employment activities are funded in whole or in part  
19 with federal funds.

20 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,  
21 to support the enactment, repeal, modification, or adoption of any law, regulation,  
22 or policy without the express written approval from Cal OES or the federal  
23 awarding agency.

24 **8.2. Debarment and Suspension.**

25 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or  
26 suspending those persons deemed irresponsible in their dealings with the federal  
27 government. Each Party independently certifies that it and its principal,  
28 subgrantees, recipients, or subrecipients:

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

18 8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement  
19 is unable to certify to any of these statements in the certification listed in Paragraph  
20 8.2.1, such Party shall provide a written explanation to County.

21 **9. CALIFORNIA LAW.**

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

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

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

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

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

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

11  
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14 **CALIFORNIA HIGHWAY PATROL**  
15 **CALEXICO OFFICE,**  
16 **EL CENTRO OFFICE,**  
17 **INDIO OFFICE,**  
18 **WINTERHAVEN OFFICE**

19 By: \_\_\_\_\_  
20 Scott Parker  
21 Border Division Chief

22  
23  
24 **CITY OF BRAWLEY**  
25 **POLICE DEPARTMENT**

26 By: \_\_\_\_\_  
27 Jimmy Duran  
28 Chief

**CITY OF EL CENTRO**  
**POLICE DEPARTMENT**

By: \_\_\_\_\_  
Robert Sawyer  
Chief

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

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

**IMPERIAL COUNTY NARCOTIC**  
**TASK FORCE**

By: \_\_\_\_\_  
George Marquez  
Imperial County District Attorney

**CALIFORNIA DEPARTMENT OF**  
**FISH AND WILDLIFE**

By: \_\_\_\_\_  
Melinda Peacock  
Branch Chief, Business Management Branch

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

By: \_\_\_\_\_  
Jesus Serrano  
Interim Chief

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

By: \_\_\_\_\_  
Michael Crankshaw  
Interim Chief

20

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

3 By: Federico Miramontes  
4 Federico Miramontes  
5 Sheriff

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

By: Daniel Prince  
Daniel Prince  
Chief Probation Officer

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

8 By: \_\_\_\_\_  
9 George Marquez  
District Attorney

**IMPERIAL COUNTY NARCOTIC**  
**TASK FORCE**

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23 **CITY OF BRAWLEY**  
24 **POLICE DEPARTMENT**

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27 Chief

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Jesus Serrano  
Interim Chief

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**POLICE DEPARTMENT**

By: \_\_\_\_\_  
Robert Sawyer  
Chief

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

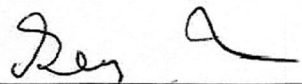
By: \_\_\_\_\_  
Leonard J. Barra  
20 Chief

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**COUNTY OF IMPERIAL  
SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Federico Miramontes  
Sheriff

**COUNTY OF IMPERIAL  
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District Attorney

**CALIFORNIA HIGHWAY PATROL  
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Scott Parker  
Border Division Chief

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POLICE DEPARTMENT**

By: \_\_\_\_\_  
Jimmy Duran  
Chief

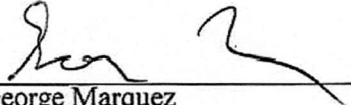
**CITY OF EL CENTRO  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
Robert Sawyer  
Chief

**COUNTY OF IMPERIAL  
DEPARTMENT OF PROBATION**

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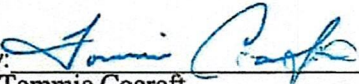
**COUNTY OF IMPERIAL  
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Tommie Cocroft  
Border Division Chief

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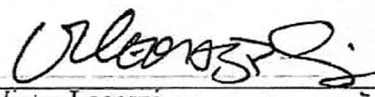
**IMPERIAL COUNTY NARCOTIC**  
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**POLICE DEPARTMENT**

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Victor Legaspi  
Interim Chief

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Interim Chief

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Interim Chief

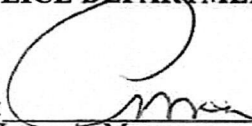
**CITY OF IMPERIAL**  
**POLICE DEPARTMENT**

By:  \_\_\_\_\_  
Michael Crankshaw  
Interim Chief

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**CITY OF CALIPATRIA  
POLICE DEPARTMENT**

By:   
Lynn A. Mara  
Chief

**COUNTY OF RIVERSIDE  
SHERIFF'S OFFICE**

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

**APPROVED AS TO FORM:**

Eric Havens  
County Counsel

By: \_\_\_\_\_  
Danuta Tuszynska  
Deputy County Counsel

**APPROVED AS TO FORM:**

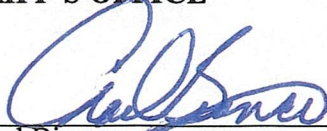
Minh C. Tran  
County Counsel – County of Riverside

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

**CITY OF CALIPATRIA  
POLICE DEPARTMENT**

**COUNTY OF RIVERSIDE  
SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Lynn A. Mara  
Chief

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


**APPROVED AS TO FORM:**

Eric Havens  
County Counsel

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel – County of Riverside

By: \_\_\_\_\_  
Danuta Tuszynska  
Deputy County Counsel

By:  \_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

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