

DATE SUBMITTED 08/09/2023  
 SUBMITTED BY Imperial Police Dept.  
 DATE ACTION REQUIRED 08/16/2023

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ ACTION;  
 • APPROVAL OF RENEWED (MOU) AGREEMENT BETWEEN IMPERIAL COUNTY SHERIFF'S OFFICE (ICSO) AND IMPERIAL POLICE DEPARTMENT.

DEPARTMENT INVOLVED: POLICE DEPARTMENT

**BACKGROUND/SUMMARY:**  
 The Imperial Police Dept. has reviewed formal bids provided by (PSAP) outside law enforcement agencies within the county, for Emergency Dispatch Services. Based on the information reviewed, including logistical transition cost, the department recommends we renew our contract with (ICSO) for an additional 3 years.  
 The aforementioned MOU has already gone through the approval process by the County Council  
 (See attached MOU)

FISCAL IMPACT: (Previous cost FY 22 /23 was \$241,341.30)  
Projected Cost:  
  
**\$260,000.00** Initial Term (FY 2023 / 2024)  
**\$280,000.00** 2<sup>nd</sup> Fiscal Year (2024 / 2025)  
**\$300,000.00** 3<sup>rd</sup> Fiscal Year (2025 / 2026)  
  
**\$840,000.00**  
  
Funding: 01-213-5210 General Budget -  
 Communications / Contract Services

FINANCE INITIALS DP

STAFF RECOMMENDATION:

DEPT. INITIALS ml

CITY MANAGER'S RECOMMENDATION:  
approve

CM INITIALS DHM

MOTION:  
 SECONDED:  
 AYES:  
 NAYES:  
 ABSENT:

APPROVED ( ) REJECTED ( )  
 DISAPPROVED ( ) DEFERRED ( )  
 REFERRED TO:

1                                   **AGREEMENT BETWEEN THE COUNTY OF IMPERIAL**  
2                                   **AND THE CITY OF IMPERIAL FOR THE IMPERIAL COUNTY SHERIFF’S OFFICE TO**  
3                                   **PROVIDE EMERGENCY DISPATCH SERVICES**

4                   THIS AGREEMENT (“Agreement”), made and entered into effective the \_\_\_\_ day of  
5 \_\_\_\_\_, 2023 by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of  
6 California, by and through its Imperial County Sheriff’s Office, (“County”), and the **CITY OF**  
7 **IMPERIAL**, a California municipality with its main office at 420 South Imperial Avenue, Imperial,  
8 92251, through its Imperial Police Department, (“City”); (individually, “Party;” collectively, “Parties”)  
9 shall be as follows:

10   **RECITALS**

11                   **WHEREAS**, the Imperial County Sheriff’s Office (“ICSO”) has the trained personnel, equipment,  
12 and facilities to provide radio dispatching services on a twenty-four(24) hour per day, seven (7) days per  
13 week basis in the operation of its law enforcement functions; and

14                   **WHEREAS**, the City, through its Imperial Police Department (“Imperial PD” desires to contract  
15 with the County for the ICSO to provide dispatch services for the City by the reason its qualifications and  
16 experience for the performing such services; and

17                   **WHEREAS**, the ICSO has offered to provide specified emergency dispatch and communications  
18 services for the City on the terms and in the manner set forth herein.

19                   **NOW, THEREFORE**, in consideration of their mutual covenants, the Parties have and hereby agree  
20 to the following:

21                   **1.     TERM.**

22                   **1.1**   The term of this Agreement (“Initial Term”) shall be effective from the date first written  
23 above and continues thereafter for a period of (3) years, unless otherwise modified or  
24 terminated by either Party as provided for herein.

25                   **1.2**   Upon expiration of the Initial Term, this Agreement shall automatically renew for an  
26 additional on (1) year period (“Renewal Term”), unless otherwise modified or terminated  
27 by either Party as provided for herein.

28                   ///  
                  ///

1 **2. SCOPE OF SERVICES.**

2 County shall provide services for the City identified under "Scope of Service" in ICSO's summary  
3 quote, which is attached hereto and incorporated herein by this reference as Exhibit "A".

4 **3. COMPENSATION.**

5 **3.1** City shall pay County a flat rate in the amount of **Two Hundred Sixty Thousand Dollars,**  
6 **and Zero Cents (\$260,000.00)** on Initial Term, **Two Hundred Eighty Thousand Dollars, and**  
7 **Zero Cents (\$280,000.00)** for second year, **Three Hundred Thousand Dollars, and Zero Cents**  
8 **(\$300,000.00)** for third year, for the County's services contemplated under this Agreement, as  
9 identified in Exhibit "A".

10 **3.2** Such compensation shall be paid in four (4) equal quarterly installments on the first day of  
11 March, June, September and December for each year during the term of this Agreement. The  
12 amount of each installment payment shall be \$65,000.00 for four (4) equal quarterly installment  
13 payments for the Initial Term (2023-2024) for a twelve-month period. The amount of each  
14 installment payment for second fiscal year (2024-2025) shall be \$70,000.00 for four (4) equal  
15 quarterly installment payments for a twelve-month period. The amount of each installment  
16 payment for the third fiscal year (2025-2026) shall be \$75,000.00 for four (4) equal quarterly  
17 installment payments for a twelve-month period during the Agreement.

18 **3.3** County shall provide an invoice to City at the onset of each quarterly installment payment  
19 that shall be due and payable as set forth in Paragraph 3.2. The invoice will reflect all services  
20 performed and amounts owed under this Agreement during the invoiced period.

21 **3.4** In the event this Agreement is terminated by either Party, City shall pay County the total  
22 outstanding balance for services rendered upon receipt of the final invoice within thirty (30)  
23 calendar days of the date of termination.

24 **4. TERMINATION.**

25 Either Party may terminate this Agreement at any time, with or without cause, by notifying the  
26 other Party of its intent to terminate the Agreement and specifying the effective date thereof, at  
27 least ninety (90) days before the effective date of such termination. The SRO shall remain under  
28 the supervision, direction, and control of the ICSO, who shall administer this Agreement on behalf

1 **5. ADMINISTRATION AND SUPERVISION.**

2 **5.1** ICSO employees and staff performing services on behalf of County under this Agreement  
3 shall remain under the supervision, direction and control of the ICSO, who shall administer this  
4 Agreement on behalf of the County. County employees and staff shall not be considered agents,  
5 employees, or deputies of City.

6 **5.2** Imperial PD employees and staff performing services on behalf of City under this  
7 Agreement shall remain under the supervision, direction, and control of the Imperial PD, who shall  
8 be considered agents, employees, or deputies of County.

9 **6. CITY RESPONSIBILITIES.**

10 City shall be responsible for:

11 **6.1** Providing appropriate information to ICSO staff on City's standard operating  
12 procedures necessary to enable County to provide the services contemplated herein.

13 **6.2** Installing any additional telephone lines or equipment it deems necessary to permit  
14 County to provide the services requested herein. City agrees to obtain County approval  
15 before making any installations related to this Agreement to ensure compatibility with  
16 County's obligation as provided for in Paragraph 7.2.

17 **6.3** The proper handling and disposition of its non-emergency telephone calls and  
18 services.

19 **6.4** Providing and maintaining accurate mapping and related information necessary for  
20 efficient emergency dispatching, including promptly sending any updates or changes to the  
21 ICSO Dispatch/Communication Center.

22 **7. MUTUAL RESPONSIBILITIES.**

23 Both Parties shall be responsible for:

24 **7.1** Agreeing upon all operational procedures necessary to carry out the material terms  
25 of this Agreement. In the event an emergency requires changes to the operational  
26 procedures, or the Parties cannot come to a mutual agreement, the procedure shall be  
27 determined jointly by the Sheriff and the Chief of Police.

28 **7.2** Meeting and endeavoring to reach an agreement as to whether unforeseen or needed

1 capital expenditures utilized in providing services here under should occur, as identified in  
2 Exhibit "A".

3 7.3 Meeting on a bi-annual basis to discuss the terms and conditions of this Agreement.

4 8. **JURISDICTION AND VENUE.**

5 This Agreement is made and entered into in Imperial County, California. This Agreement  
6 shall be construed and enforced in accordance with the laws of the State of California, and  
7 the Parties agree that any action brought by either Party regarding this Agreement shall be  
8 brought in a court of competent jurisdiction in Imperial County.

9 9. **INSURANCE.**

10 Each Party shall retain sufficient insurance, or otherwise be sufficiently self-insured, to  
11 meet its respective obligations under this Agreement.

12 10. **INDEMNIFICATION.**

13 10.1 Each Party agree, to the fullest extent permitted by law, to defend with counsel  
14 acceptable to the other Party, indemnify and hold the other Party, its representatives,  
15 officers, elected officials, designees, employees, agents, successors and assigns, harmless  
16 from and against any and all liability, loss, expense (including reasonable attorney's fees)  
17 or claims for injury or damages arising out of the performance of this Agreement, but only  
18 in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for  
19 injury or damages are caused by or result from the negligent acts and omissions or willful  
20 misconduct of the indemnifying Party, its officers, employees, representatives, elected  
21 officials, designees, or agents.

22 10.3 Notwithstanding the foregoing, in the event that the Parties are both held to be  
23 responsible for the negligent acts and omissions or willful misconduct of its own officers,  
24 employees, representatives, elected officials, designee, or agents, the Parties will bear their  
25 proportionate share of liability as determined in any such proceeding. Each Party to bear  
26 its own costs and attorney's fees.

27 11. **NO AGENCY.**

28 Nothing herein contained shall be construed to create, and the Parties hereto expressly

1 disclaim any intent to create, any form of agency relationship, joint venture or partnership.

2 **12. SEVERABILITY.**

3 If any provision of this Agreement is held by a court of competent jurisdiction to be void,  
4 invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

5 **13. GOOD FAITH PERFORMANCE.**

6 The Parties hereto agree to act in good faith and deal fairly with the other Party in the  
7 performance of this Agreement.

8 **14. ASSIGNMENT.**

9 Neither this Agreement nor any duties or obligations under this Agreement may be  
10 assigned by District without prior written consent of County.

11 **15. NOTICES.**

12 Any notice to be given pursuant to this Agreement shall be in writing and personally  
13 delivered or sent by certified mail, postage prepaid, return receipt requested or by overnight  
14 carrier, priority overnight delivery, postage and delivery charges prepaid, to each Party at  
15 the following addresses:

16  
17 COUNTY  
18 Federico Miramontes, Sheriff  
19 Imperial County Sheriff's Office  
328 Applestill Road  
El Centro, CA 92243

CITY  
Dennis Morita, City Manager  
City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251

20 Copies of notices to Sheriff shall also be sent to:

21 Imperial County Executive Office  
22 Attn: County Executive Officer  
940 West Main Street, Suite 208  
23 El Centro, CA 92243

24 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72)  
25 hours after deposit in the United States mail or twenty-four (24) hours after deposit with an  
26 overnight carrier. The addressees and addresses for purposes of this Paragraph may be changed to  
27 any other addressee and address by giving written notice of such change in the manner provided  
28 in this Paragraph. Unless and until written notice of change of addressee and/or address is delivered

1 in the manner provided in this paragraph, the addressee and address set forth in this Agreement  
2 shall continue in effect for all purposes hereunder.

3 **15. WAIVER.**

4 Any waiver of any default by any Party to this Agreement shall be deemed to be a waiver of any  
5 subsequent default. Failure on the part of County to require exact, full, and complete compliance  
6 with any term of this Agreement shall not be construed in any manner as changing the terms hereof,  
7 or stopping County from enforcement hereof.

8 **17. ENTIRE AGREEMENT.**

9 This Agreement contains the entire Agreement between the Parties relating to the transactions  
10 contemplated hereby, and supersedes all prior or contemporaneous Agreement, understandings,  
11 provisions, negotiations, representations, or statements, either written or oral.

12 **18. MODIFICATION.**

13 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid  
14 unless the same is in writing and signed by both Parties.

15 **19. REVIEW OF AGREEMENT TERMS.**

16 **19.1** Each Party has had the opportunity to receive independent legal advice from its attorney(s)  
17 with respect to the advisability of making the representations, warranties, covenants, and  
18 agreements provided for herein, and with respect to the advisability of executing this Agreement.

19 **19.2** No presumption or rule that ambiguities shall be construed against the drafting party shall  
20 apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

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

23  
24 **County of Imperial**

**City of Imperial**

25 By: \_\_\_\_\_  
26 Ryan E. Kelley, Chairman  
27 Imperial County Board of Supervisors

By: \_\_\_\_\_  
Dennis Morita, City Manager

28 ///  
///

1 **ATTEST**

2

3 By: \_\_\_\_\_  
4 Blanca Acosta, Clerk of the Board  
County of Imperial, State of California

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6 **APPROVED AS TO FORM**

7 Eric R. Havens,  
8 County Counsel

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10 By: \_\_\_\_\_  
11 Mistelle Abdelmagied  
Assistant County Counsel

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**ATTEST**

By: \_\_\_\_\_  
Kristina Shields, City Clerk  
City of Imperial, State of California

**APPROVED AS TO FORM**

City of Imperial,  
Office of the City Attorney

By: \_\_\_\_\_  
Katherine Turner  
City Attorney





**IMPERIAL COUNTY SHERIFF'S OFFICE**

**Fred Miramontes**  
SHERIFF-CORONER-MARSHAL



June 23, 2023

**Imperial County Sheriff's Office Summary Quote to provide services for the  
City of Imperial (Police) Dispatch and Communications Services**

**Scope of Service**

1. Dispatching radio communications services for twenty (24) hour per day, seven days a week.
2. 911 emergency dispatch services for police calls for service.
3. Use of California Law Enforcement Telecommunication System (CLETS) through ICISO.
4. Benefit of ICISO Dispatch/Communication Center equipment to include:
  - a. Motorola MCC 7500 consoles
  - b. Russ Basset Console position
  - c. Verint Voice Logging Recorder system
  - d. AT & T 911 VETA system

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<b>Annual Cost:</b>	\$ 260,000.00	fiscal year (2022-2023)
	\$ 280,000.00	fiscal year (2023-2024)
	\$ 300,000.00	fiscal year (2024-2025)

**Additional Cost not provided:**

1. Monthly telephone services associated with trunking and other reporting telephone lines.
2. Unforeseen or needed capital expenditures, to be mutually agreed upon by both parties.

**Manuel De Leon, Chief Deputy**  
**Imperial County Sheriff's Office**  
**(442) 265-2004**