

DATE SUBMITTED 09/20/23  
 SUBMITTED BY Police Department  
 DATE ACTION REQUIRED 10/04/23

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: <p align="center"><b>1. Approval of the Operational Agreement between WomanHaven and the Imperial Police Department</b></p>	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY: <p>This agreement between WomanHaven and the Imperial Police Department is for the intent to work in collaboration toward the mutual goal of providing maximum available assistance for crime victims residing in the City of Imperial. The Imperial Police Department would be providing direct referrals to WomanHaven for appropriate services for crime victims. Please see attached Operational Agreement for further information.</p>	
FISCAL IMPACT: None	FINANCE INITIALS <p align="right"><u>DP</u></p>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <p align="right"><u>MS #901</u></p>
MANAGER'S RECOMMENDATION: <p align="center"><i>approve and authorize chief signature</i></p>	CITY MANAGER'S INITIALS <p align="right"><u>OTM</u></p>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

**Gina R. Vargas**  
Executive Director



Our mission is to promote and provide a comprehensive response to domestic violence, stalking and human trafficking through Community Outreach & Education, Prevention, Intervention, Client Support Services, Safety Planning and Shelter Services

**24-Hour Crisis Hotline**  
760-353-8530

**Drop in Services**  
510 W Main Street  
Suite 106  
El Centro CA 92243  
760-353-6922

**Administration**  
510 W Main Street  
Suite 107  
El Centro CA 92243  
760-337-4014

**Batters Intervention**  
104 N 5<sup>th</sup> Street  
El Centro CA 92243  
760-353-7304

**Fax**  
760-353-8441

**Emergency Shelter**  
1977

**Drop In Center**  
1986

**Thrift Outlet Store**  
1992

**Batters Intervention**  
1994

**Imperial County  
Coalition Against  
Domestic Violence**  
1994

**Outreach Services**  
1995

**Education Programs**  
1997

**Transitional Housing**  
1997

**Rapid Rehousing &  
Homeless Prevention**  
2009

**Counseling Services**  
2010

**Mailing Address:**  
PO Box 2219  
El Centro CA 92244  
[www.womanhaven.org](http://www.womanhaven.org)

August 29, 2023

**Michael S. Crankshaw, Interim Chief of Police**

Please find attached the Operational Agreement between **WomanHaven** and **Imperial Police Department** for the intent to work in collaboration. We believe that forging a partnership between our organizations will yield exceptional results and create a positive impact in our shared goals. Our organizations share a commitment to provide the maximum available assistance for crime victims in Imperial County, and by combining our expertise, resources we can achieve remarkable outcomes.

Please carefully read the section that pertains to your roles and responsibilities for the collaboration. If the OA meets your approval, please sign and one of our staff will go and pick it up or if you prefer to email it back to us at the following address:

Thank you for considering this plan. I am sincerely excited about the potential of our collaboration and the positive outcomes we can achieve together. I eagerly await your response.

Cordially,

**Johana Zavala**

**DV Bilingual Advocate**

(760)996-7542 Phone

*Proud to partner with*



*An Equal Opportunity / Affirmative Action Employer*

**Operational Agreement  
July 1, 2023 – June 30, 2024**

This Operational Agreement stands as evidence that **WomanHaven** and **Imperial Police Department** intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Imperial County. Both agencies believe that implementation of the activities described herein will further this goal. To this end, each agency agrees to participate in the program, by coordinating/providing the following services:

**WomanHaven:**

- 1) 24 hour crisis Intervention
- 2) Assistance with restraining orders,
- 3) Peer support, information, and referrals to clients, both directly and over the telephone, to assist clients in obtaining appropriate resources from all agencies and services, and to provide safety planning.
- 4) Information and support to clients regarding the criminal justice system, giving particular focus to cases involving those offenders tagged as "high risk" offenders.
- 5) Develop and present domestic violence information and education curriculum for clients.
- 6) Continue to be an active participant in interpersonal violence education, court accompaniment and provide temporary emergency shelter.
- 7) To share information regarding victims of interpersonal violence when appropriate and if authorization has been obtained from the victim.

Immediate on-call service is available 24 hours a day from WomanHaven.

**Imperial Police Department:**

- 1) Direct referral to WomanHaven of appropriate clientele and information, support, and services to staff and victims.
- 2) To engage in cross training and meetings with WomanHaven staff as needed.
- 3) Send monthly report of number of persons referred for services via email to [reports@womanhaven.org](mailto:reports@womanhaven.org). - Attention to Gerardo Ramirez

Both parties agree that they will provide services in accordance with the generally accepted principles governing care of victims of sexual assault, domestic violence, human trafficking, dating violence and stalking as stated in the WomanHaven project application.

We, the undersigned, as authorized representatives of WomanHaven and Imperial Police Department do hereby approve this document.

\_\_\_\_\_  
For WomanHaven, Gina R. Vargas Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
For The Imperial Police Department  
Michael S. Crankshaw, Interim Chief of Police

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN THE COUNTY OF IMPERIAL  
AND THE CITY OF IMPERIAL FOR THE IMPERIAL COUNTY SHERIFF'S OFFICE TO  
PROVIDE EMERGENCY DISPATCH SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into effective the 12<sup>th</sup> day of September, 2023 by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Imperial County Sheriff's Office, ("County"), and the **CITY OF IMPERIAL**, a California municipality with its main office at 420 South Imperial Avenue, Imperial, 92251, through its Imperial Police Department, ("City"); (individually, "Party;" collectively, "Parties") shall be as follows:

**RECITALS**

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

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

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

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

**1. TERM.**

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

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

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///

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:

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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  
23           940 West Main Street, Suite 208  
              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 **County of Imperial**

**City of Imperial**

24  
25 By: Ry Kelley  
26 Ryan E. Kelley, Chairman  
27 Imperial County Board of Supervisors

By: Dennis H. Morita  
Dennis Morita, City Manager

28 ///  
///

1 ATTEST

2  
3 By: Blanca Acosta 09-14-23  
4 Blanca Acosta, Clerk of the Board  
County of Imperial, State of California

5  
6 APPROVED AS TO FORM

7 Eric R. Havens,  
8 County Counsel

9 By: Mistelle Abdelmagied  
10 Mistelle Abdelmagied  
11 Assistant County Counsel

ATTEST

By: Kristina Shields  
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  
Katherine Turner  
City Attorney

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# 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 ICSO.
4. Benefit of ICSO 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

<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

EXHIBIT "A"

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 VCTA system

**Annual Cost:**           \$ 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

**REFERENCED  
AGREEMENT**

**AGREEMENT BETWEEN THE COUNTY OF IMPERIAL  
AND THE CITY OF IMPERIAL FOR THE IMPERIAL COUNTY SHERIFF'S OFFICE  
TO PROVIDE EMERGENCY DISPATCH SERVICES**

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THIS AGREEMENT ("Agreement"), made and entered into effective the 6th day of August, 2019 by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, through its Imperial County Sheriff's Office, ("County"), and the CITY OF IMPERIAL, a California municipality with its main office located at 420 South Imperial Avenue, Imperial, California 92251, through its Imperial Police Department, ("City"); (individually, "Party," collectively, "Parties") shall be as follows:

**RECITALS**

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

WHEREAS, the City, through its Imperial Police Department ("Imperial PD") desires to contract with the County for the ICSO to provide dispatch services for the City by reason its qualifications and experience for performing such services; and

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

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

**1. TERM.**

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

1.2 Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional one (1) year period ("Renewal Term"), unless otherwise modified or terminated by either Party as provided for herein.

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1 **2. SCOPE OF SERVICES.**

2 County shall provide services for the City identified under "Scope of Service" in ICSO's  
3 summary 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 Forty-One Thousand,**  
6 **Three Hundred Forty-One Dollars and Thirty Cents (\$241,341.30)** per year, for County's services  
7 contemplated under this Agreement, as identified in Exhibit "A."

8 **3.2** Such compensation shall be paid in four (4) equal quarterly installments on or before the  
9 last day of March, June, September, and December of each year during the term of this Agreement. The  
10 amount of each installment payment shall be \$60,335.33 for the first three (3) installment payments, and  
11 \$60,335.31 for the last installment payment for each twelve-month period during the Agreement.

12 **3.3** County shall provide an invoice to City for each quarterly installment payments in  
13 arrears, that shall be due and payable as set forth in Paragraph 3.2. The invoice will reflect all services  
14 performed and amounts owed under this Agreement during the invoiced period.

15 **3.4** In the event this Agreement is terminated by either Party, City shall pay County the total  
16 outstanding balance for services rendered upon receipt of the final invoice within thirty (30) calendar  
17 days of the date of termination.

18 **4. TERMINATION.**

19 Either Party may terminate this Agreement at any time, with or without cause, by notifying the  
20 other Party of its intent to terminate the Agreement and specifying the effective date thereof, at least  
21 ninety (90) days before the effective date of such termination.

22 **5. ADMINISTRATION AND SUPERVISION.**

23 **5.1** ICSO employees and staff performing services on behalf of County under this Agreement  
24 shall remain under the supervision, direction, and control of the ICSO, who shall administer this  
25 Agreement on behalf of the County. County employees and staff shall not be considered agents,  
26 employees, or deputies of City.

27 **5.2** Imperial PD employees and staff performing services on behalf of City under this  
28 Agreement shall remain under the supervision, direction, and control of the Imperial PD, who shall

1 administer this Agreement on behalf of the City. City employees and staff shall not be considered  
2 agents, employees, or deputies of County.

3 **6. CITY RESPONSIBILITIES.**

4 City shall be responsible for:

5 **6.1** Providing appropriate information to ICSO staff on City's standard operating procedures  
6 necessary to enable County to provide the services contemplated herein.

7 **6.2** Installing any additional telephone lines or equipment it deems necessary to permit  
8 County to provide the services requested herein. City agrees to obtain County approval before making  
9 any installations related to this Agreement to ensure compatibility with County's obligations as provided  
10 for in Paragraph 7.2.

11 **6.3** The proper handling and disposition of its non-emergency telephone calls and services.

12 **6.4** Providing and maintaining accurate mapping and related information necessary for  
13 efficient emergency dispatching, including promptly sending any updates or changes to the ICSO  
14 Dispatch/Communication Center.

15 **7. MUTUAL RESPONSIBILITIES.**

16 Both Parties shall be responsible for:

17 **7.1** Agreeing upon all operational procedures necessary to carry out the material terms of this  
18 Agreement. In the event an emergency requires changes to the operational procedures, or the Parties  
19 cannot come to a mutual agreement, the procedure shall be determined jointly by the Sheriff and Chief  
20 of Police.

21 **7.2** Meeting and endeavoring to reach an agreement as to whether unforeseen or needed  
22 capital expenditures utilized in providing services hereunder should occur, as identified in Exhibit "A."

23 **7.3** Meeting on a bi-annual basis to discuss the terms and conditions of this Agreement.

24 **8. JURISDICTION AND VENUE.**

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



1 **9. INSURANCE.**

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

4 **10. INDEMNIFICATION.**

5 **10.1** Each Party agrees, to the fullest extent permitted by law, to defend with counsel  
6 acceptable to the other Party, indemnify and hold the other Party, its representatives, officers, elected  
7 officials, designees, employees, agents, successors and assigns, harmless from and against any and all  
8 liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out  
9 of the performance of this Agreement, but only in proportion to and to the extent such liability, loss,  
10 expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts  
11 and omissions or willful misconduct of the indemnifying Party, its officers, employees, representatives,  
12 elected officials, designees, or agents.

13 **10.2** Notwithstanding the foregoing, in the event that the Parties are both held to be  
14 responsible for the negligent acts and omissions or willful misconduct of its own officers, employees,  
15 representatives, elected officials, designees, or agents, the Parties will bear their proportionate share of  
16 liability as determined in any such proceeding. Each Party to bear its own costs and attorneys' fees.

17 **11. NO AGENCY.**

18 Nothing herein contained shall be construed to create, and the Parties hereto expressly disclaim  
19 any intent to create, any form of agency relationship, joint venture or partnership.

20 **12. SEVERABILITY.**

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

23 **13. GOOD FAITH PERFORMANCE.**

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

26 **14. ASSIGNMENT.**

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

1 **15. NOTICES.**

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

5 **COUNTY**

6 Raymond Loera, Sheriff  
Imperial County Sheriff's Office  
7 328 Applestill Road  
El Centro, CA 92243

**CITY**

Stefan T. Catwin, City Manager  
City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251

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

9 Imperial County Executive Office  
Attn: County Executive Officer  
10 940 West Main Street, Suite 208  
11 El Centro, CA 92243

12 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72)  
13 hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight  
14 carrier. The addressees and addresses for purposes of this Paragraph may be changed to any other  
15 addressee and address by giving written notice of such change in the manner provided in this Paragraph.  
16 Unless and until written notice of change of addressee and/or address is delivered in the manner  
17 provided in this Paragraph, the addressee and address set forth in this Agreement shall continue in effect  
18 for all purposes hereunder.

19 **16. WAIVER.**

20 No waiver of any default by any Party to this Agreement shall be deemed to be a waiver of any  
21 subsequent default. Failure on the part of County to require exact, full, and complete compliance with  
22 any term of this Agreement shall not be construed in any manner as changing the terms hereof, or  
23 estopping County from enforcement hereof.

24 **17. ENTIRE AGREEMENT.**

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

28 ///

1 **18. MODIFICATION.**

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

4 **19. REVIEW OF AGREEMENT TERMS.**

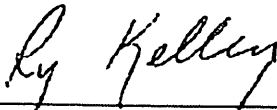
5 **19.1** Each Party has had the opportunity to receive independent legal advice from its  
6 attorney(s) with respect to the advisability of making the representations, warranties, covenants and  
7 agreements provided for herein, and with respect to the advisability of executing this Agreement.

8 **19.2** No presumption or rule that ambiguities shall be construed against the drafting party  
9 shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

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

12 **County of Imperial**

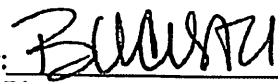
**City of Imperial**

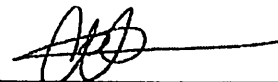
13  
14 By:   
15 Ryan E. Kelley, Chairman  
16 Imperial County Board of Supervisors

14 By:   
15 Stefan Chatwin, City Manager  
16 City of Imperial, State of California

17 **ATTEST:**

**ATTEST:**

18  
19 By:   
20 Blanca Acosta, Clerk of the Board,  
21 County of Imperial, State of California

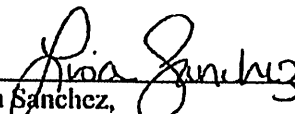
19 By:   
20 Alexis Chalupnik, Deputy City Clerk  
21 City of Imperial, State of California

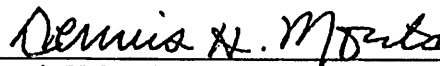
22 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

23 Katherine Turner,  
24 County Counsel

City of Imperial,  
Office of the City Attorney

25 By:   
26 Lisa Sanchez,  
27 Deputy County Counsel

25 By:   
26 Dennis H. Morita,  
27 City Attorney

28



**EXHIBIT A**

**IMPERIAL COUNTY SHERIFF'S OFFICE**  
**RAYMOND LOERA**  
SHERIFF • CORONER • MARSHAL



June 14, 2019

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

**Scope of Service**

- 1 Dispatching radio communications services for twenty-four (24) hour per day, seven days per week.
- 2 911 emergency dispatch services for police and fire calls for service.
- 3 Use of the California Law Enforcement Telecommunication System (CLETS) through the ICSSO
- 4 Benefit of ICSSO Dispatch/Communication Center equipment to include:
  - Motorola Radio P25 compatible Console
  - Russ Basset Console Position
  - Verint Voice Logging Recorder system
  - AT&T 911 VETA system

**ANNUAL COST:                    \$            241,341.30**

**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.

Thomas Garcia, Chief Deputy  
Imperial County Sheriff's Office  
(442) 265-2004



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 8-13-19

Approved by the Board of Supervisors

Clark of the Board of Supervisors  
County of Imperial

8-13-19 Date K/C Minute Order #

BY: [Signature]  
Clerk