

DATE SUBMITTED 01/08/25  
 SUBMITTED BY Police Department  
 DATE ACTION REQUIRED 01/15/25

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: <b>DISCUSSION/ACTION: Approval of the MOU between the Imperial Police Department and the Imperial County Narcotic Task Force</b>	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY: The City of Imperial Police Department seeks City Council approval to enter into a Memorandum of Understanding (MOU) with the Imperial County Narcotic Task Force (ICNTF). The MOU will formalize an agreement for the placement of a City of Imperial Police Officer on the ICNTF. This partnership aims to enhance collaborative efforts in combating narcotics-related crimes, improving public safety, and strengthening law enforcement cooperation within Imperial County.	
FISCAL IMPACT: NONE	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Staff recommends approval of the MOU.	DEPT. INITIALS <u>MS#401</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>AM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

IMPERIAL COUNTY NARCOTIC TASK FORCE  
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made between the Imperial County Narcotic Task Force (“ICNTF” or “Task Force”) and the parties identified as “Parent Agency” or “Parent Agencies” in this MOU.

RECITALS

WHEREAS, the Parties hereto do not intend to create a stand-alone/separate entity nor shall any provision of this MOU be interpreted as creating a stand-alone/separate entity. Instead, the Task Force and Parent Agencies are independent entities who wish to cooperate with a common goal to end illicit drug trade and trafficking in Imperial County; and

WHEREAS, in the pursuit of its goals as described herein, it is the intention of the Parties to engage and follow the policies as set forth in the ICNTF Policy and Procedure Manual, a copy of which is incorporated herein by this reference; and

WHEREAS, the activities undertaken by the Parties hereto in pursuit of its common goals shall be directed by the Task Force; and

WHEREAS, each Party hereto shall indemnify and save harmless each of the other Parties hereto from all claims, suits or actions of every kind brought for or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the indemnifying Party; and

WHEREAS, each Party hereto shall take out and maintain insurance (or be permissibly self-insured/members of a liability self-insurance pool).

NOW, THEREFORE, in recognition of evidence that trafficking in narcotics and dangerous drugs exists in the Imperial County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Imperial County, the Parties hereto agree to the following.

1. The ICNTF will perform the activities and duties described below:
  - a. Disrupt the illicit drug traffic in the Imperial County area by immobilizing targeted violators and trafficking organizations;
  - b. Gather and report intelligence data relating to trafficking in narcotic and dangerous drugs; and
  - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation so that the Task Force’s activities will result in effective prosecution before the courts of the United States and the State of California.

2. To accomplish the objectives of the ICNTF, the Parent Agency agrees to detail one (1) experienced officer to the ICNTF for a period of not less than two years but no more than five years. During this period of assignment, the Parent Agency officers will be under the direct supervision and control of the El Centro Police Department and Imperial County Sheriff's Office supervisor personnel assigned to the Task Force.
3. The Parent Agency officers assigned to the Task Force shall adhere to ICNTF policies and procedures. Failure to adhere to ICNTF Policies and procedures shall be grounds for immediate dismissal from the Task Force. The parent agency agrees to immediately remove their assigned personnel upon request from the Executive Directors.
4. To accomplish the objectives of the ICNTF, the El Centro Police Department and Imperial County Sheriff's Department will assign one supervisor equivalent to the rank of sergeant or above and one supervisor equivalent to the rank of lieutenant or higher, respectively, to supervise the Task Force. The Parent agency agrees to provide and maintain a vehicle for each of its assigned Task Force Officers. The El Centro Police Department and Imperial County Sheriff's Department will work with the High Intensity Drug Trafficking Area ("HIDTA"). There are several fiduciaries that HIDTA uses to pay for overtime, equipment, travel, etc. and it is understood that HIDTA works through fiduciary agencies to fund the program.
5. During the period of assignment to the ICNTF, the Parent Agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force and making all payments due them. HIDTA will reimburse the Parent Agency for overtime payments, subject to the availability of funds, and in accordance with HIDTA program policy. Reimbursement for all types of qualified expenses shall be contingent upon the availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly or quarterly on a fiscal year basis and which provides the names of investigators who incurred overtime for ICNTF during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator and the total cost for the invoiced period. The Parent Agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. Note: Task Force officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses.
6. In no event will the Parent Agency charge any indirect cost rate to ICNTF for the administration or implementation of this MOU.
7. The Parent Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this MOU on a current basis in accordance with generally accepted accounting principles and instructions provided by ICNTF and HIDTA to facilitate on-site inspection and auditing of such records and accounts.
8. The Parent Agency shall permit and have readily available for examination and auditing by ICNTF and HIDTA and any of their duly authorized agents and representatives any and all records, documents, accounts, invoices, receipts or expenditures relating to this MOU. The Parent Agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this MOU, whichever is later.



9. The Parent Agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as amended, and all requirements imposed by the State of California.
10. The Parent Agency agrees to notify the ICNTF Executive Board of any concerns regarding Brady violations related to any employee assigned to the Task Force.
11. The Parent Agency agrees to refer all press inquiries and requests for press releases, to the Task Force supervisors.
12. The term of this MOU shall not extend past five (5) years. Any Party may immediately opt out of this MOU at any time by providing written notice to the other Parties. Such notice shall be effective upon receipt. Upon opting out, the opting out party shall not be responsible for any further obligations or liabilities arising under this MOU, except for those obligations incurred prior to the effective date of the opt-out. HIDTA's support to the Task Force, including reimbursement of overtime, is subject to the availability of funds on a calendar year basis (January 1 through December 31 each year). Billing for all outstanding obligations must be received by HIDTA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this MOU. HIDTA will be responsible only for obligations incurred by the Parent Agency during the term of this MOU on a fiscal year basis, subject to the availability of funds and in accordance with HIDTA program policy.
13. This MOU shall become effective on the date the last Party hereto executes the same. In order to accommodate the number of Parties involved, signatures may be obtained in counterparts, by electronic means or by any method which preserves the integrity of the signature.

**For the Task Force:**

\_\_\_\_\_  
Fred Miramontes, Imperial County Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Sawyer, El Centro Police Chief

Date: \_\_\_\_\_

**For the Parent Agencies:**

\_\_\_\_\_  
Aaron Reel, Imperial Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Drug Enforcement Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
Border Patrol

Date: \_\_\_\_\_

\_\_\_\_\_  
Imperial County Probation

Date: \_\_\_\_\_

\_\_\_\_\_  
Imperial County Social Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Brawley Chief of Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Calipatria Chief of Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Calexico Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Calipatria Prison

Date: \_\_\_\_\_

\_\_\_\_\_  
Centinela Prison

Date: \_\_\_\_\_

\_\_\_\_\_  
U.S. Marshal

Date: \_\_\_\_\_

\_\_\_\_\_  
Westmorland Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
ATF

Date: \_\_\_\_\_

\_\_\_\_\_  
Imperial County District Attorney

Date: \_\_\_\_\_