




DATE SUBMITTED 12/09/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 12/15/2021

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: CONSENT: AGREEMENT BETWEEN IMPERIAL VALLEY DRUG COALITION LAW ENFORCEMENT COORDINATION CENTER AND THE CITY OF IMPERIAL	
DEPARTMENT INVOLVED: City Manager's Office/Imperial Police Department	
BACKGROUND/SUMMARY: The attached MOU between the City of Imperial Police Department and Imperial Valley Drug Coalition is a four year term agreement for a second position, full-time position of Criminal Analyst to be placed at the Law Enforcement Coordination Center. The City will facilitate the recruitment and selection of the individual employee. Please see attached MOU for further details of the agreement.	
FISCAL IMPACT: Reimbursable Cost not to exceed \$65,619.00. City is responsible for additional benefits (if applicable) such as bilingual pay, wellness program, and tuition reimbursement as budgeted in the 2021-2022 Municipal Budget. (01-215-5101, pg. 97)	ADMIN SERV INITIALS <u></u>
STAFF RECOMMENDATION: It is staff's recommendation to approve the MOU between the City of Imperial and IVDC-LECC for the term of four years.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: City Manager agrees with staff's recommendation.	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

**AGREEMENT BETWEEN
THE IMPERIAL VALLEY DRUG COALITION LAW
ENFORCEMENT COORDINATION CENTER
AND THE CITY OF IMPERIAL**

This agreement (Agreement) is made this ____ day of _____ 2021, between the Imperial Valley Drug Coalition Law Enforcement Coordination Center (“IVDC-LECC”) and the City of Imperial (“City”).

This Agreement is made in reference to the following:

- A. The City is a signatory to the Imperial Valley Drug Coalition Law Enforcement Coordination Center Memorandum of Understanding (LECC-MOU) with a term of July 1, 2021 through June 30, 2024 ;
- B. The LECC-MOU provides the parameters for signatory agencies as to collocation, administration, sharing and flow of information in High Intensity Drug Trafficking Area (HIDTA) multi-agency, counter-narcotic operational and intelligence environment.
- C. The LECC-MOU provides that participating agencies may have personnel assigned to the IVDC-LECC who will be tasked with specific duties. These employees may be funded through HIDTA.
- D. The IVDC-LECC and the City desire that the City collocate one full-time criminal analyst position, under terms and conditions consistent with the LECC-MOU, to be funded in the manner set forth in this Agreement.

IVDC-LECC and City hereby agree as follows:

- 1. City agrees to provide one (1) criminal analyst to the IVDC-LECC Intelligence Group for collocation at the LECC. During this period of assignment, the criminal analyst will be under the direct supervision and control of the IVDC-LECC supervisory personnel assigned to the LECC. The criminal analyst position at the LECC will be based on the availability of HIDTA grant funds.
- 2. During the period of assignment, the City will remain responsible for establishing the salary and benefits of the criminal analyst assigned to the LECC, and for making all payments due them.
- 3. The City shall be reimbursed through HIDTA funding for all costs associated with the criminal analyst’s salary through HIDTA funding. Reimbursable costs for the first year of this Agreement shall not exceed Sixty-Five Thousand, Six Hundred, Nineteen Dollars (\$65,619.00). Fringe benefits, such as bilingual pay, wellness, and tuition reimbursement, shall not be reimbursed though HIDTA funding.
- 4. City shall maintain complete and accurate records and accounts of all obligations and expenditures under this agreement in accordance with generally accepted accounting principles (GAAP) to facilitate on-site inspection and auditing of such records and accounts.

5. The term of this agreement shall be effective from the date in the first paragraph until HIDTA grant funds are no longer available or by written notification of either party. This agreement may be terminated by either party on thirty (30) days advance written notice. Billing for all outstanding obligations must be received by HIDTA within ninety (90) days of the date of termination of this Agreement.

Imperial Valley Drug Coalition Law Enforcement Coordination Center

Name: Thomas Eilers
Title: Executive Director

Date: _____

City of Imperial

Name:
Title:

Date: _____