

Sheriff's Office county of tulare agenda item

BOARD OF SUPERVISORS

KUYLER CROCKER District One

PETE VANDER POEL District Two

> AMY SHUKLIAN District Three

EDDIE VALERO District Four

DENNIS TOWNSEND

AGENDA DATE:	April 7, 2020
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Public Hearing Required Scheduled Public Hearing w/Clerk Published Notice Required Advertised Published Notice Meet & Confer Required Electronic file(s) has been sent Budget Transfer (Aud 308) attached Personnel Resolution attached Agreements are attached and signature tab(s)/flag(s)	Yes N/A Iine for Chairman is marked with Yes N/A
CONTACT PERSON: Ed Lardner, Grant Spe	ecialist PHONE: (559) 802-9462

SUBJECT:

Approve a Memorandum of Understanding with the California

Campaign Against Marijuana Planting Program

REQUEST(S):

That the Board of Supervisors:

- Approve a Memorandum of Understanding between the Tulare County Sheriff's Office and the California Campaign Against Marijuana Planting Program to provide task force services for the period of July 1, 2020 through October 30, 2020; and
- 2. Authorize the Chairman to sign three copies of the Memorandum of Understanding.

SUMMARY:

The purpose of this California Campaign Against Marijuana Planting Program (CAMP) Memorandum of Understanding (MOU) is to identify agency responsibilities related to marijuana eradication operations conducted in Tulare County.

Created in 1983, CAMP is a unique multi-agency law enforcement task force managed by the State Bureau of Narcotic Enforcement and composed of local, state and federal agencies organized expressly to eradicate illegal marijuana cultivation and trafficking in California. With approximately 110 agencies involved, CAMP is the largest law enforcement task force in the United States. The Tulare County Sheriff's Office (TCSO) has participated in CAMP since 2009.

The MOU delineates CAMP and TCSO responsibilities only. An eradication team will be assigned to a region that provides eradication services for Tulare County and

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will be comprised of law enforcement personnel from local, state, and federal agencies. TCSO staff will be responsible for carrying out the law enforcement function of the team. The CAMP Operations Commander and the Regional Operations Commander will be responsible for the overall coordination of team efforts, including general operating procedures and coordinating priorities.

This Agreement deviates substantively from the County's standard boilerplate in the following ways: 1) the agreement must be signed by the County first; and 2) the agreement provides for mutual indemnification instead of only indemnifying the County.

FISCAL IMPACT/FINANCING:

Each agency contributing personnel resources to the teams will be responsible for their own salaries and benefits of participating staff except for those hired by CAMP as state emergency personnel, in which case, CAMP will be responsible for salaries and benefits of such staff. The salaries and benefits for Sheriff's personnel are included in the Sheriff's Fiscal Year 2020/21 operating budget. Sheriff personnel participating in CAMP are included in the Sheriff's existing staff position allocations. There is no additional net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative to effectively and fairly investigate arrest, prosecute and punish individuals who engage in criminal behaviors. The CAMP MOU will support the initiative by reducing the supply of marijuana to the illegal drug trade by eradicating the large marijuana crop sites; increasing public and environmental safety by removing marijuana growers from public and private lands; investigating indoor growing operations; deterring potential growers; and promoting public information and education on marijuana.

ADMINISTRATIVE SIGN-OFF:

Mike Boudreaux

Sheriff-Coroner/

CC:

County Administrative Office

Attachment(s) CAMP Memorandum of Understanding

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA CAMPAIGN AGAINST MARIJUANA PLANTING PROGRAM) Output Description PROGRAM) Output Description Descri
UPON MOTION OF SUPERVISOR, SECONDED BY
SUPERVISOR, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD
, BY THE FOLLOWING VOTE:
AYES: NOES: ABSTAIN: ABSENT:
ATTEST: JASON T. BRITT COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:
Deputy Clerk
* * * * * * * * * * * * * * *
 Approved a Memorandum of Understanding between Tulare County Sheriff's Office and the California Campaign Against Marijuana Planting Program to provide task force services for the period of July 1, 2020 through October 30, 2020; and
2. Authorized the Chairman to sign three copies of the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF TULARE AND THE STATE OF CALIFORNIA

CAMPAIGN AGAINST MARIJUANA PLANTING (CAMP) PROGRAM

This Memorandum of Understanding (MOU) is entered into by the parties regarding the Campaign Against Marijuana Planting (CAMP) program for the purpose of identifying agency responsibilities related to cannabis eradication operations conducted in Tulare County.

I. PROJECT DESCRIPTION

The period covered by this Agreement shall be from July 1, 2020 through October 30, 2020.

An eradication team(s) will be assigned to a region that may provide eradication services to Tulare County, and will be comprised of law enforcement personnel from local, state, and federal agencies. The Sheriff will be responsible for carrying out the law enforcement function of the team(s). The CAMP Operations Commander and the Regional Operations Commander (ROC) will be responsible for the overall coordination of team efforts, including general operating procedures and coordinating priorities. CAMP team leaders will be responsible for the timely completion and submission of marijuana seizure reports when the team is involved in a raid. When the eradication team is not involved, the Sheriff will assume this responsibility.

CAMP teams will abide by the law enforcement policies, rules, and regulations as set forth by the Sheriff of the county in which they are working. If a conflict in policy should arise and cannot be resolved, the CAMP Commander and the Sheriff, (or his or her designee), will meet to resolve the conflict.

Personnel assigned to the CAMP program, while operating in Tulare County, shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

For the purpose of indemnification of team personnel and their participating agency against any loss, damage, or liability arising out of the services and activities of the teams; personnel assigned by any agency shall be deemed to be continuing under the employment of that agency and covered by workers' compensation to the extent such coverage applies in this situation.

Each agency contributing personnel resources to the teams will be responsible for all salaries and benefits of such employees.

II.AGENCY COMMITMENTS

The Tulare Sheriff's Department is committed to furnish a lead deputy while CAMP teams are operational in Tulare County and be responsible for the disposition of all contraband and evidence seized during CAMP operations. The local jurisdiction shall conduct the investigation and have the responsibility to prosecute any arrested suspects with their District Attorney's Office.

III. MUTUAL INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Agencies who are parties to this Agreement (Parties) pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

I have read and agree with the above MOU, and our agency will be participating during the 2020 CAMP marijuana eradication season.

JACK NELSEN
Operations Commander

DATE

MIKE BOUDREAUX, Sheriff

Tulare County

DATE

PETE VANDER POEL, Chairman DATE

Tulare County Board of Supervisors

Approved as to Form County Counsel

Deputy

Date: March 24, 2020 Matter No. 2020337