

**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 June 23, 2009 through October 30, 2009.

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 crop 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 except for those hired by CAMP as state emergency hires in which case CAMP will be responsible for salaries and benefits of such employees.

II. AGENCY COMMITMENTS

The Sheriff's Department is committed to furnish a lead deputy while CAMP teams are operational in the 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

I. 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 CAMP 2009 marijuana eradication season.

MICHAEL JOHNSON DATE
Operations Commander
Campaign Against Marijuana Planting

Phillip Cox, Chairman DATE
Tulare County
Board of Supervisors

I have read the above MOU; however, our agency is **not interested** at this time.

SHERIFF OR DESIGNEE DATE
Tulare County

APPROVED AS TO FORM:
COUNTY COUNSEL
BY [Signature] 9/5/09
DEPUTY 2004383