

OPERATIONAL AGREEMENT

Tulare County I-NET Team: Visalia Police Department

I. PURPOSE

The Tulare County I-NET Team consists of law enforcement professionals from the Tulare County Sheriff's Department and local police departments. The team is funded by the Anti-Drug Abuse Program of the California Emergency Management Agency.

The general goals of the I-NET Team include:

1. Participating agencies provide the necessary information and interagency communication to assure the enforcement efforts of I-NET work in concert with, and, in addition to, ongoing drug enforcement activities of the various agencies.
2. Participating agencies cooperate with various public and private organizations that provide treatment and rehabilitative services to drug abusers.

II. AGREEMENT

This Agreement covers the respective duties of the Tulare County Sheriff's Department and the Visalia Police Department on the Tulare County I-NET Team.

III. ROLES

The Tulare County Sheriff's Department will have the following duties on the Tulare County I-NET Team:

- Implement the grant on behalf of the County of Tulare.
- Provide a lieutenant and a sergeant to provide overall and day-to-day management of the I-NET Team.
- Assure that program goals are met and required documentation collected for the grant funding agency, the California Emergency Management Agency.

Operational Agreement: Tulare County I-NET Team / Visalia Police Department

- Make regular reports to the program's steering committee on status of the grant.
- Train new personnel assigned to the I-NET Team.
- Supervise team detectives in writing search warrants, working undercover, conducting surveillance, collecting evidence, testifying in court, interviewing suspects, developing informants and providing drug-related education to the general public.

The Visalia Police Department's detective assigned to the Tulare County I-NET Team will have the following duties:

- Work undercover to conduct investigations targeting narcotic traffickers.
- Develop and use informants.
- Make narcotic purchases in conjunction with team investigations.
- Write and execute search warrants.
- Interview suspects.
- Maintain close working relationships with investigators from local, state and federal narcotic enforcement agencies and share information to ensure an integrated effort to reduce narcotic trafficking in Tulare County.
- Provide drug-related education to the general public.

IV. DISCIPLINE

All I-NET team members will, while working with the task force, strictly adhere to rules of conduct established by their respective parent agencies and the I-NET steering committee. When a member's actions may have violated these rules of conduct, the committee will refer the case to that member's parent agency. It will be that parent agency's responsibility to fully investigate the matter and to bestow any warranted disciplinary action against the team member. In cases where a team member's actions are determined to be a serious violation of parent agency and/or task force guidelines, and may have jeopardized an I-NET narcotics investigation, the steering committee will notify the parent agency to remove the team member from the task force. It will be the responsibility of the chief of the member's parent agency to make this reassignment and to take any disciplinary action that is warranted against the team member.

Operational Agreement: Tulare County I-NET Team / Visalia Police Department

V. COMPENSATION

The Sheriff's Department will compensate the Visalia Police Department according to the attached budget.

VI. INDEMNIFICATION

Each party to this Agreement shall hold harmless, defend and indemnify any other parties or their agent from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising from the negligent or intentionally wrongful acts or omissions of each party's own employees or agents in the performance of this Agreement. Any damages or claims resulting from or caused by a vehicle used pursuant to the terms of this Agreement shall be the sole responsibility of the lawful owner of the vehicle. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

VII. SUBROGATION

Each party waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation, employers' liability or any other insurance policy.

VIII. MODIFICATIONS

This Operational Agreement may be modified at any time by written consent of all parties involved.

IX. TERM

This Operational Agreement shall become effective as of March 1, 2010, and shall expire at 11:59 p.m. on June 30, 2012, or until otherwise modified.

X. SIGNATORIES

The undersigned hereby execute this Operational Agreement on behalf of their agencies or organizations.

Operational Agreement: Tulare County I-NET Team / Visalia Police Department

City of Visalia

By: Colleen Mestas
Name: COLLEEN MESTAS
Title: POLICE CHIEF
Date: 2-11-10

Operational Agreement: Tulare County I-NET Team / Visalia Police Department


Tulare County Sheriff's Department

By: Bill Wilton

Date: 3/4/10

Operational Agreement: Tulare County I-NET Team / Visalia Police Department

**Approved as to Form:
Tulare County Counsel**

By: 
Deputy 2010277

Date: 3/3/10

Operational Agreement: Tulare County I-NET Team / Visalia Police Department

ATTEST: Jean M. Rousseau
County Administrative Officer /
Clerk, Board of Supervisors

By _____
Deputy

Date: _____

J. Steven Worthley
Chairman, Board of Supervisors
County of Tulare

Date: _____

BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personal Services – Salaries/Employee Benefits	COST
<p>Sheriff's Detective: Salary & benefits @ 36% of 1 FTE for 23 months.</p> <p>Base Salary @ \$5,228.74 per month x 23 months x 36% = 43,294 Health Insurance @ \$798.31 per month x 23 months x 36% = \$6,610 Worker's Comp Insurance @ \$268.84 per month x 23 months x 36% = \$2,226 Retirement @ \$987.08 per month x 23 months x 36% = \$8,173 Pension Obligation Bond @ \$117.87 per month x 23 months x 36% = \$976 Social Security+Medicare 7.65% @ \$414.49 per month x 23 months x 36%= \$3,432 Uniform & Bilingual & Career Dev & Det. Pay @ \$189.13 per month x 23 months x 36% =\$1,566 TOTAL = \$66,277</p>	<p align="right">\$66,277</p>
TOTAL	\$66,277

B. Operating Expenses	COST
<p>CONSULTING SERVICES: Contract: Visalia Police Department: 1 detective (full time, 100% grant funded for 24 months) Base Salary @ \$6,377.92 per month x 24 months = 153,070 City P.E.R.S (retirement) @ \$1,732.24 per month x 24 months = \$41,574 Worker's Comp Insurance @ \$299.12 per month x 24 months = \$7,179 Group Insurance @ \$1,269.99 per month x 24 months = \$30,480 Long Term Disability @ 33.17 per month x 24 months = \$796 Survivor @ 2.02 per month x 24 months = 48 F.I.C.A @ 1.45% @ \$92.48 per month x 24 months = \$2,220 Holiday Pay @ 134.92 per month x 24 months = 3,238 Yearly Clothing @ 975 per year x 2 years = 1,950 Yearly Incentive (Special Investigation Pay) @ 1,400 per year x 2 years = 2,800 Yearly Oncall @ 1,000 per year x 2 years = 2,000 TOTAL = 245,355</p> <p>TRAINING: Cal-EMA sponsored training for two Visalia Police Department project staff and two Tulare County Sheriff's Department project staff. Date and location to be determined. 1 training within grant award period. Hotel \$100 per night x 3 nights x 4 people x 1 trainings = \$1,200; per diem \$55 x 3 days x 4 people x 1 trainings = \$660.</p>	<p style="text-align: right;">\$245,355</p> <p style="text-align: right;">\$1,860</p>
TOTAL	\$247,215

C. Equipment	COST
No Equipment	\$0
TOTAL	\$0.00
Total Project Cost*	\$313,492
<i>*Same as Block 10G on the Grant Award Face Sheet</i>	