

OPERATIONAL AGREEMENT

Inter-County Partners of Tulare County I-NET Team:

**Tulare County Sheriff's Department,
Tulare County Probation Department,
Tulare County District Attorney's Office and
Tulare County Child Welfare Services**

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 under the Anti-Drug Abuse (ADA) 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, the Tulare County District Attorney's Office, the Tulare County Probation Department, and Tulare County Child Welfare Services 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.

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- Provide a lieutenant and a sergeant to provide overall and day-to-day management of the I-NET Team.
- Provide 50% of one detective for investigations by the team. Other detectives for the team will be provided by Exeter, Farmersville, Lindsay, and Visalia Police Departments.
- Assure that program goals are met and required documentation collected for the grant funding agency, the California Emergency Management Agency. 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 Tulare County Probation Department's officer assigned to the Tulare County I-NET Team will have the following duties for the team:

- Provide investigative and intelligence support.
- Conduct background research on narcotic referral information to determine probation status of persons suspected of narcotic trafficking and locations of these persons.
- Coordinate probation searches of persons and locations found to have search conditions as terms of probation and who are found to be suspected of narcotic offenses.
- Provide a line of communication between the I-NET team and the Tulare County Probation Department.

The Tulare County District Attorney's Office will have the following duties for the I-NET Team:

- Assist in reviewing cases.
- Assist in preparation and review of search warrants.
- Issue arrest warrants.
- File and prosecute cases.

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The I-NET Team will contact Tulare County Child Welfare Services on cases where the health or the safety of minors is involved. Child Welfare Services will provide appropriate services to these children.

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.

V. COMPENSATION

The Sheriff's Department will compensate the Tulare County Probation Department for salary, benefits, and related expenses of the Probation Officer assigned to the I-NET Team, according to the attached budget. The Tulare County District Attorney's Office will receive training benefits, according to attached budget. Tulare County Child Welfare Services will provide its services at no cost to the ADA grant program.

VI. MODIFICATIONS

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

VII. 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.

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VIII. SIGNATORIES

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

Tulare County Probation Department

By: 

Name: Janet M. Honadle

Title: Chief Probation Officer, County of Tulare

Date: 2-11-10

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Tulare County Sheriff's Department

By: Bill Wittman

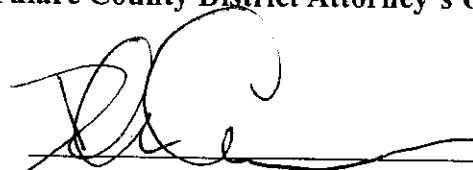
Name: Bill Wittman

Title: Sheriff-Coroner, County of Tulare

Date: 3/4/16

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Tulare County District Attorney's Office

By:  _____

Name: Phillip J. Cline

Title: District Attorney, County of Tulare


Date: 2/11/10 _____

Tulare County Child Welfare Services

By: Renee Smylie
Name: Renee Smylie
Title: Child Welfare Services Director
Date: 2/11/10

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

By:  Deputy 2010217

Date: 3/3/10

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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

**Same as Block 10G on the Grant Award Face Sheet*