

# **OPERATIONAL AGREEMENT**

## **California Multi-Jurisdictional Methamphetamine Enforcement Team Program**

### **Tulare County Clandestine Laboratory Enforcement Unit**

#### **I. PURPOSE**

The Agreement covers the respective duties of partners of the Tulare County Clandestine Laboratory Enforcement Unit (CLEU) under the California Multi-Jurisdictional Methamphetamine Enforcement Team (Cal-MMET) Program.

The general goals of the team include:

1. Identifying, arresting and prosecuting individuals and members of criminal organizations involved in the manufacturing, smuggling and trafficking of methamphetamine.
2. Identifying and seizing assets relating to the sale, smuggling, distribution and manufacturing of methamphetamine.
3. Providing follow-up investigations on clandestine laboratory seizures, and developing evidence of links to the manufacturing, smuggling and trafficking organizations operating these labs.
4. Providing all specific training pertaining to clandestine laboratory investigations and all safety precautions as required by CAL/OSHA.

#### **II. TEAM MEMBERS**

The CLEU team will consist of law enforcement professionals from the Tulare County Sheriff's Department; the Tulare County District Attorney's Office; the Tulare County Probation Department, Tulare County Child Welfare Services; the Visalia Police Department; and the Southern Tri-County High Intensity Drug Trafficking Area division of the Central Valley High Intensity Drug Trafficking Area (STC-HIDTA). STC-HIDTA consists of the Tulare County Sheriff's Department, Kern County Sheriff's Department, Bakersfield Police Department, the U.S. Immigration & Customs Enforcement (ICE), the California Bureau of Narcotics Enforcement, and the U.S. Drug Enforcement Agency.

**MOA: Tulare County CLEU unit of Cal-MMET**

Assistance on CLEU projects by STC-HIDTA, the Visalia Police Department, the Tulare County Probation Department, and Tulare County Child Welfare Services will be covered by funding other than Cal-MMET.

**V. 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.

**VI. 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. EFFECTIVE DATE**

This Operational Agreement shall be effective on March 1, 2010, and shall be in effect until 11:59 p.m. on June 30, 2012, or until otherwise modified.

### **III. ROLES**

The Tulare County Sheriff's Department is the implementing agency for CLEU. The Department has assigned a lieutenant, a sergeant, and 3.5 detectives to the task force. The lieutenant is the project director and will oversee the grant to assure that the goals are met and required documentation collected for OES.

The lieutenant also will report to the Central Region Advisory Board of the statewide California Multi-Jurisdictional Methamphetamine Enforcement Team Program on progress of the project throughout the grant year. The sergeant will be responsible for day-to-day activities of the task force. He also will act as a training officer for new personnel assigned to the project. The Sheriff's Department will devote several detectives full-time to develop informants, work undercover, conduct surveillance, write search warrants, collect evidence, interview suspects, testify in court, and provide education to the public.

When appropriate, the lieutenant and the sergeant will request investigative assistance on CLEU cases from the Visalia Police Department and STC-HIDTA task force commander. Such assistance will be given at the discretion of the Visalia Police Department and STC-HIDTA.

The Tulare County Deputy District Attorney assigned to CLEU will provide needed legal assistance to the task force. The attorney will also be assigned to prosecute the majority of task force cases working closely with fellow members of the team to achieve the best possible conviction and jail terms.

The Tulare County Probation Department and Tulare County Child Welfare Services will assist the task force on as-needed basis on, respectively, matters related to individuals on court-ordered probation and on cases where the health or safety of minors is involved.

Two positions with the Sheriff's Department will provide key clerical and other support for the CLEU team. An Investigator Aide will prepare background information, prepare reports, maintain statistics, assists with evidence collection during service of search warrants, and transcribes reports. An Office Assistant will transcribe reports, maintain statistics, answers telephones and relay messages, and provide reception services for the team office.

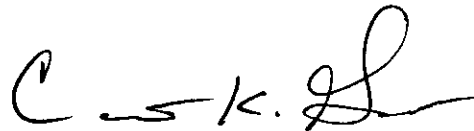
### **IV. COMPENSATION**

The Sheriff's Department will implement the grant program on behalf of the County of Tulare. The Sheriff's Department will compensate its CLEU staff members according to the attached Cal-MMET budget. The Sheriff's Department also agrees to reimburse the District Attorney's Office for CLEU-related expenses according to the program budget.

**XI. SIGNATORIES**

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

**Southern Tri-County High Intensity  
Drug Trafficking Area**

By:   
Date: 2-11-2010 *Canuto K. Garcia*

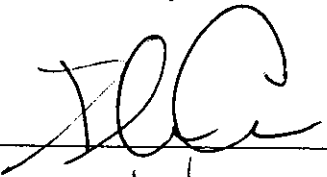
MOA: Tulare County CLEU unit of Cal-MMET

**Tulare County Sheriff's Department**

By: Bill Wilton

Date: 3/4/10

**Tulare County District Attorney**

By:  \_\_\_\_\_  
Date: 2/11/10 \_\_\_\_\_

Tulare County Child Welfare Services *Director*

By: *Renee Sompli*  
Date: *2/11/10*

**Tulare County Probation Department**

By: Janet M. Honadle  
Date: 2-11-10




**Visalia Police Department**

By: Chirp Calles Mesto

Date: 2-11-10

Approved as to Form:  
Tulare County Counsel

By:   
Deputy 2010276

Date: 3/3/10

**ATTEST:** Jean 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**

<b>A. Personal Services – Salaries/Employee Benefits</b>	<b>COST</b>
<p><b>Sheriff's Detective: Salary &amp; benefits @ 64% of 1 FTE for 23 months.</b></p> <p>Base Salary @ \$5,225.27 per month x 23 months x 64% = 76,916                      Health Insurance @ \$797.83 per month x 23 months x 64% = \$11,744                      Worker's Comp Insurance @ \$268.61 per month x 23 months x 64% = \$3,954                      Retirement @ \$986.41 per month x 23 months x 64% = \$14,520                      Pension Obligation Bond @ \$117.80 per month x 23 months x 64% = \$1,734                      Social Security+Medicare 7.65% @ \$414.20 per month x 23 months x 64% = \$6,097                      Uniform &amp; Bilingual &amp; Career Dev &amp; Det. Pay @ \$188.99.23 per month x 23 months x 64% = \$2,782                      TOTAL = \$117,747</p>	<p align="right">\$117,747</p>
<b>TOTAL</b>	<b>\$117,747</b>

B. Operating Expenses	COST
<p>TRAINING:</p> <p>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>	\$1,860
<b>TOTAL</b>	<b>\$1,860</b>

C. Equipment	COST
No Equipment	\$0
<b>TOTAL</b>	<b>\$0.00</b>
<b>Total Project Cost*</b>	<b>\$119,607</b>
<small>*Same as Block 10G on the Grant Award Face Sheet</small>	