

# **South Valley Marijuana Suppression Program**

## **OPERATIONAL AGREEMENT**

The County of Tulare and the County of Fresno enter into this operational agreement regarding the operation of the South Valley Marijuana Suppression Program (MSP). The purpose of MSP is to enhance investigation, arrest, and successful prosecution of marijuana cultivators and traffickers in Tulare and Fresno Counties. The program will be supported by funds provided by the Board of State and Community Corrections. The Tulare County Sheriff's Department, the Fresno County Sheriff's Office, the Tulare County District Attorney's Office, and the Fresno County District Attorney's Office will comprise the project team for the South Valley Marijuana Suppression Program.

### **I. Background**

Production, distribution, and sale of illegal marijuana have become major law enforcement problems in the San Joaquin Valley.

Traditionally, the Tulare County Sheriff's Department and the Fresno County Sheriff's Office have largely concentrated their anti-marijuana enforcement efforts during the summer growing season. However, the agencies have lacked the funding to dedicate personnel to fully investigate all the leads developed during the growing season. Similarly, District Attorney's Offices in both counties have lacked the funding for vertical prosecution of major marijuana cases. The South Valley Marijuana Suppression Program was formed in 2010 to address these critical criminal justice needs in Tulare and Fresno Counties.

Originally, the program was funded by a Marijuana Suppression Program (MSP) grant through the California Emergency Management Agency. Administration of the MSP program was transferred to the new Board of State and Community Corrections in summer 2012.

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### II. Roles and Responsibilities

#### TULARE COUNTY SHERIFF'S DEPARTMENT

##### *Specific duties:*

- A. Serve as fiscal agent for the Marijuana Suppression Program grant funding from Board of State and Community Corrections (BSCC).
- B. Coordinate with Fresno County Sheriff's Office to suppress marijuana cultivation and trafficking in the project area (Tulare and Fresno Counties).
- C. Investigate marijuana cultivation and trafficking organizations in project area.
- D. Seize, for forfeiture proceedings, assets of marijuana cultivators and traffickers in project area. These cases, with the exception of specific vehicle forfeitures, will be referred to the District Attorney's Office or the U.S. Attorney's Office. All seized assets and/or the proceeds thereof obtained through these joint operations will be managed, divided, and distributed by the lead agency's county and shared between the counties, in accordance with appropriate state or federal guidelines.
- E. Improve quality of marijuana investigation and eradication efforts in project area.
- F. Provide information to the public in project area to prevent the illegal use of marijuana and to explain Federal, State, and local laws on marijuana.
- G. Focus on the safety and well being of children in project area by removing children found in the presence of a clandestine lab (i.e.: butane honey oil labs, meth labs, etc.) and/or who are found in settings involving the use, possession, manufacturing, sale or transportation of illicit drugs, pursuant to California Penal Code (PC) Sections 13879.80 and 13879.81.

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### **FRESNO COUNTY SHERIFF'S OFFICE**

#### *Specific duties:*

- A. Coordinate with Tulare County Sheriff's Department to suppress marijuana cultivation and trafficking in the project area (Tulare and Fresno Counties).
- B. Investigate marijuana cultivation and trafficking organizations in project area.
- C. Seize, for forfeiture proceedings, assets of marijuana cultivators and traffickers in project area. These cases, with the exception of specific vehicle forfeitures, will be referred to the District Attorney's Office or the U.S. Attorney's Office. All seized assets and/or the proceeds thereof obtained through these joint operations will be managed, divided, and distributed by the lead agency's county and shared between the counties, in accordance with appropriate state or federal guidelines.
- D. Improve quality of marijuana investigation and eradication efforts in project area.
- E. Provide information to the public in project area to prevent the illegal use of marijuana and to explain Federal, State, and local laws on marijuana.
- F. Focus on the safety and well being of children in project area by removing children found in the presence of a clandestine lab (i.e.: butane honey oil labs, meth labs, etc.) and/or who are found in settings involving the use, possession, manufacturing, sale or transportation of illicit drugs, pursuant to California Penal Code (PC) Sections 13879.80 and 13879.81.

### **TULARE COUNTY DISTRICT ATTORNEY'S OFFICE**

#### *Specific duties:*

- A. Coordinate with project team to improve the conviction rate of felony marijuana cultivators and traffickers in project area.
- B. Provide specialized services to law enforcement personnel to improve the quality of marijuana prosecution efforts in project area.

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- C. Forfeit the assets of marijuana cultivators and traffickers in project area.
- D. Improve the prosecution of marijuana cases through specialized training in project area.
- E. Hold accountable those individuals in project area who endanger the safety and well being of children by prosecuting and convicting those individuals who willfully create a situation and/or environment where the life or limb of a child may be endangered or his/her health injured, pursuant to California Penal Code (PC) Sections 273a and 273b.
- F. Provide information to the public in project area to prevent the illegal use of marijuana.

### **FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**

#### *Specific duties:*

- A. Coordinate with project team to improve the conviction rate of felony marijuana cultivators and traffickers in project area.
- B. Provide specialized services to law enforcement personnel to improve the quality of marijuana prosecution efforts in project area.
- C. Forfeit the assets of marijuana cultivators and traffickers in project area.
- D. Improve the prosecution of marijuana cases through specialized training in project area.
- E. Hold accountable those individuals in project area who endanger the safety and well being of children by prosecuting and convicting those individuals who willfully create a situation and/or environment where the life or limb of a child may be endangered or his/her health injured, pursuant to California Penal Code (PC) Sections 273a and 273b.
- F. Provide information to the public in project area to prevent the illegal use of marijuana.

**III. General Terms and Conditions**

**A. Indemnification**

FRESNO COUNTY agrees to indemnify, save, hold harmless, and at TULARE COUNTY's request, defend TULARE COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to TULARE COUNTY in connection with the performance, or failure to perform, by FRESNO COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FRESNO COUNTY, its officers, agents, or employees under this Agreement.

TULARE COUNTY agrees to indemnify, save, hold harmless, and at FRESNO COUNTY's request, defend FRESNO COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FRESNO COUNTY in connection with the performance, or failure to perform, by TULARE COUNTY, its officers, agents, employees, or TRAINEES under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of TULARE COUNTY, its officers, agents, employees, or TRAINEES under this Agreement.

**B. Insurance**

Without limiting the indemnification of each party as stated in Section III (A) above, it is understood and agreed that Tulare County and Fresno County shall each maintain,

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at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

### **C. Compensation**

The Tulare County Sheriff's Department, the Fresno County Sheriff's Office, the Tulare County District Attorney's Office, and the Fresno County District Attorney's Office will be compensated for services provided to the South Valley Marijuana Suppression Program pursuant to the budget attached as Exhibit A of this agreement. Requests by the Fresno County Sheriff and District Attorney's Offices for payment for services rendered under this operational agreement shall be made to the Tulare County Sheriff's Office. Within a reasonable time after receiving a request for payment from the Fresno County Sheriff and District Attorney's Offices, Tulare County Sheriff's Office shall furnish payment to both the Fresno County Sheriff's and District Attorney's Offices. Payment by the Tulare County Sheriff's Office shall be conditioned upon Tulare County Sheriff's Office receipt of funding for the Marijuana Suppression Program from the Board of State and Community Corrections.

### **D. Term**

This Agreement will be effective from October 1, 2012, until September 30, 2013, or until otherwise modified by written consent of all involved parties.

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### E. Termination

Non-Allocation of Funds - The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the Tulare County thirty (30) days advance written notice.

### F. Approval

The undersigned have read and agree with the terms of this Operational Agreement on behalf of their agencies or organizations.

\_\_\_\_\_  
Bill Wittman, Sheriff-Coroner  
Tulare County Sheriff's Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Margaret Mims, Sheriff  
Fresno County Sheriff's Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Phil Cline, District Attorney  
County of Tulare

Date: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth A. Egan, District Attorney  
County of Fresno

Date: \_\_\_\_\_

Approved as to Form  
County of Fresno County Counsel

Approved as to Form  
County of Tulare County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_  
Deborah A. Poochigian, Chairwoman  
Fresno County Board of Supervisors

Date: \_\_\_\_\_

\_\_\_\_\_  
Allen Ishida, Chairman  
Tulare County Board of Supervisors

Date: \_\_\_\_\_

\_\_\_\_\_  
Vicki Crow, Auditor-Controller/Treasurer-  
Tax Collector  
County of Fresno

Date: \_\_\_\_\_