

MEMORANDUM OF UNDERSTANDING

Agricultural Crimes Task Force

("Ag Crimes Task Force")

June 1, 2018

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this 1st day of June 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and California Highway Patrol, a subdivision of the State of California, 601 North 7th Street, Sacramento, California 95811, hereinafter referred to as "CHP". COUNTY and CHP may be referred to herein as "Party," if in the singular, or "Parties," if in the plural.

I. **OVERVIEW**

A. The Fresno County Sheriff-Coroner's Office Agricultural Crimes Task Force, more commonly referred to as the "Ag Crimes Task Force," investigates all cases with a nexus to the agricultural community, as well as metal thefts occurring, in Fresno County. The Ag Crimes Task Force's primary objective is to suppress criminal activity by means of proactive enforcement, thorough investigations, and crime prevention/education with its partners of the Ag community and metal recycling yards.

Fresno County has historically been one of the top producing counties in the nation in regards to agribusiness, exceeding six (6)-billion dollars in production generated by local agriculture in the year 2016 alone – per latest 2016 Fresno County Annual Crop & Livestock Report. One out of every five jobs in the Central Valley is related to agriculture and there are over 400 different commodities grown throughout Fresno County. Because of this, the Ag Crimes Task Force places a high value on the investigation of Ag crimes and the prosecution of criminals who prey on the agricultural community.

The Ag Crimes Task Force was created in September of 1999 and has been in full effect since then. Currently, the Ag Crimes Task Force is comprised of a Sheriff's Sergeant, six Sheriff's Detectives, and a CHP Officer/Investigator. A Deputy District Attorney is also assigned to the unit, who handles all cases from the initial case filing all the way through sentencing. This concept is known as "vertical prosecution," which helps ensure cases make it through the judicial system without passing through different hands.

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2 The Ag Crimes Task Force participates in a number of organizations, some of which include the
3 Central Valley Rural Crime Prevention Task Force (C.V.R.C.P.T.), the California Rural Crime
4 Prevention Task Force (C.R.C.P.T.), the Fresno County Farm Bureau, and the Fresno County
5 Ag Roundtable. C.V.R.C.P.T. is an association of Central Valley agencies that regularly meet to
6 share information, as well as utilize technology to help combat agricultural crime throughout the
7 valley.

8 B. This document is an agreement, and is entered into by the Parties, COUNTY and CHP,
9 pursuant to Government Code sections 6500 and following, to provide the legal basis for
10 the Parties' continued operation of the Ag Crimes Task Force, and to serve as a formal
11 cooperative agreement; provided, however, that this MOU does not establish a separate
12 public entity or agency, as referenced Government Code section 6503.5. In this regard, Ag
13 Crimes Task Force does not and will not acquire property of its own, the persons serving on
14 the Ag Crimes Task Force are employed by their respective employers, as opposed to the
15 Ag Crimes Task Force, and the property, equipment, and other ownership interests of the
16 respective Parties will remain the same regardless of the Parties' involvement in this
17 agreement.

18 II. MISSION

19 A. The mission of the Ag Crimes Task Force is to reduce the incidents of theft and victimization
20 to the agricultural community through proactive enforcement measures, thorough
21 investigative work, and by working directly with community partners to teach crime
22 prevention strategies and promote overall community involvement with stakeholders.

23 B. Strategic Objectives:

- 24 1. Proactively identify, investigate, and arrest persons actively committing
25 agricultural related criminal offenses;
26 2. Locate and recover stolen property and return such to the rightful owners;
27 3. Conduct business inspections at local metal recycling yards pursuant to the

1 CA Business and Professions Code to ensure compliance with existing
2 state law;

- 3 4. Conduct parole and probation searches of known criminals related to
4 agricultural crimes;
- 5 5. Disseminate agricultural crime related information to allied law
6 enforcement agencies;
- 7 6. Participate in proactive enforcement operations with neighboring
8 agencies, as part of the Central Valley Rural Crime Prevention Task
9 Force (C.V.R.C.P.T.) to address inter-jurisdictional agricultural related
10 crime patterns and crime trends affecting the Central Valley;
- 11 7. Conduct undercover and "bait" operations when warranted, with the
12 specific intent of investigating agricultural related offenses and catching
13 criminals in the act of committing crimes; and
- 14 8. Increase community awareness of agricultural crimes through the use of
15 media outlets, written news releases, and by attending various Ag
16 community meetings throughout the Central Valley.

17 III. AG CRIMES TASK FORCE ORGANIZATION

18 A. Unit Command

19 The Ag Crimes Task Force Commander shall be a sworn, uniformed employee the Fresno
20 County Sheriff-Coroner's Office, holding the rank of Sheriff's Lieutenant. The Ag Crimes
21 Task Force Commander will be responsible for the overall management of the Ag Crimes
22 Task Force and will report directly to the Fresno County Sheriff-Coroner's Office Patrol
23 Bureau chain of command. The Ag Crimes Task Force Commander will dedicate the time
24 necessary to effectively manage Ag Crimes Task Force operations.

25 All personnel assigned to the Ag Crimes Task Force shall work under the immediate
26 supervision and direction of the Ag Crimes Task Force Commander and, except as
27 otherwise provided herein for such personnel's compliance with its own employer's policies
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1 and procedures shall adhere to the written policies and procedures of the Ag Crimes Task
2 Force.

3 B. Unit Supervision

4 The Ag Crimes Task Force Supervisor shall be a sworn, uniformed employee with the
5 Fresno County Sheriff-Coroner's Office, holding the rank of Sheriff's Sergeant, who will
6 supervise the Ag Crimes Task Force operations. The Ag Crimes Task Force Supervisor will
7 report directly to the Ag Crimes Task Force Commander and will be responsible for the
8 daily supervision of all Ag Crimes Task Force personnel. The supervisor may be required to
9 collect statistics of Ag Crimes Task Force activities and report such to the Ag Crimes Task
10 Force Commander.

11 C. Unit Personnel

12 The Ag Crimes Task Force shall be staffed by personnel herein referred by the Parties, upon
13 approval and concurrence from the Ag Crimes Task Force Commander. Due to the critical
14 nature of the operation, Party representatives/personnel interested in joining the Ag Crimes
15 Task Force shall be interviewed by the Ag Crimes Task Force Supervisor, as well as a CHP-
16 designated CHP supervisor, prior to selection and/or appointment. The Ag Crimes Task Force
17 Commander shall make the final decision regarding the appointment, after approval via
18 Fresno County Sheriff-Coroner's Office Patrol Bureau chain of command, of any and all
19 personnel assigned to the Ag Crimes Task Force.

20 Consideration for Ag Crimes Task Force placement shall be based on past superior job
21 performance, investigative aptitude, officer safety, and the ability to work well with others in a
22 close, team-oriented environment.

23 Assignment to the Ag Crimes Task Force should normally be for a minimum of one (1) year
24 and may be extended each subsequent year by mutual agreement up to a maximum of four
25 (4) years. The CHP Central Division management team reserves the right to modify the type
26 and length of administrative assignments of its personnel and any extensions of such
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1 personnel will be agreed upon by the COUNTY, through the Sheriff-Coroner's Office Ag
2 Crimes Task Force Commander, and the CHP.

3 CHP promises and covenants that any and all CHP Officers/Investigators that CHP
4 recommends or provides for service within the Ag Crimes Task Force are fit for all
5 responsibilities they will incur and that each such CHP Officer/Investigator will be fit for duty at
6 all times, at levels and expectancies equal or greater than the standards that the CHP holds
7 for all CHP officers performing similar functions for CHP.

8 Personnel not meeting an acceptable level of performance or standards, failing to comply with
9 Ag Crimes Task Force policy, procedure, and/or supervision may be removed from the Ag
10 Crimes Task Force by the Ag Crimes Task Force Commander and returned back to their
11 employing Party.

12 If the Ag Crimes Task Force Commander desires to remove an Ag Crimes Task Force member,
13 he/she may discuss the issue with the member's employer. If the employer does not concur
14 with the decision of the Ag Crimes Task Force Commander, the issue may be forwarded to the
15 Fresno County Sheriff-Coroner's Office Patrol Bureau chain of command for further
16 consideration and guidance.

17 Attempting to resolve operational and personnel issues at the lowest possible level is
18 recommended. However, a single significant act or incident of insubordination, flagrant
19 violation of standard of operating procedures or this MOU, or untruthfulness may be cause for
20 immediate removal by the Ag Crimes Task Force Commander.

21 Any California Highway Patrol (CHP) personnel assigned to the Ag Crimes Task Force,
22 regardless of rank, shall be familiar with and adhere to General Order 0.8, Professional
23 Values. (Exhibit A)

24 IV. INDEPENDENT CONTRACTOR:

25 This MOU does not create an employment relationship between COUNTY and CHP, or between
26 COUNTY and any CHP employees or between CHP and any COUNTY employees. Because of
27 its status as an independent contractor, CHP shall have absolutely no right to employment rights
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1 and benefits available to COUNTY employees. CHP shall be solely liable and responsible for
2 providing to, or on behalf of, its employees all legally-required employee benefits, including salary,
3 benefits, overtime, and travel expenses/reimbursements. In addition, CHP shall be solely
4 responsible and save COUNTY harmless from all matters relating to payment of CHP's
5 employees, including compliance with Social Security withholding and all other regulations
6 governing such matters. It is acknowledged that during the term of this Agreement, CHP may be
7 providing services to others unrelated to the COUNTY or to this Agreement.

8 V. FISCAL PROCEDURES

9 Scheduling of Ag Crimes Task Force members shall be set by the Ag Crimes Task Force
10 Supervisor in accordance with the overtime policies of the member's employer. All terms and
11 conditions of each Ag Crimes Task Force member's labor contract shall be in full effect, and
12 shall be abided by, even though the employee is assigned to the Ag Crimes Task Force.
13 Notwithstanding that the Ag Crimes Task Force Supervisor is in charge of scheduling, each
14 Party is solely and independently responsible for ensuring that scheduling of their employees
15 is compliant with their respective overtime policies and that all terms and conditions of their
16 respective labor contracts are fully followed and observed.

17 VI. INSURANCE

18 Without limiting the COUNTY's right to obtain indemnification from CHP or any third parties, CHP,
19 at its sole expense, shall maintain in full force and effect, the following insurance policies or a
20 program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint
21 Powers Agreement (JPA) throughout the term of the MOU:

22 a. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than One Million
24 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
25 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
26 COUNTY may require specific coverages including completed operations, products
27 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
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any other liability insurance deemed necessary because of the nature of this contract.

b. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include non-owned vehicles used in connection with this Agreement.

c. Professional Liability

If CHP employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

d. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code. CHP shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this MOU are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CHP's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

1 Within Thirty (30) days from the date CHP signs and executes this MOU, CHP shall
2 provide certificates of insurance and endorsement as stated above for all of the
3 foregoing policies, as required herein, to the County of Fresno, 2200 Fresno Street,
4 Fresno, CA 93721, stating that such insurance coverage have been obtained and
5 are in full force; that the County of Fresno, its officers, agents and employees will
6 not be responsible for any premiums on the policies; that such Commercial General
7 Liability insurance names the County of Fresno, its officers, agents and employees,
8 individually and collectively, as additional insured, but only insofar as the operations
9 under this MOU are concerned; that such coverage for additional insured shall
10 apply as primary insurance and any other insurance, or self-insurance, maintained
11 by COUNTY, its officers, agents and employees, shall be excess only and not
12 contributing with insurance provided under CHP's policies herein; and that this
13 insurance shall not be cancelled or changed without a minimum of thirty (30) days
14 advance, written notice given to COUNTY.

15 In the event CHP fails to keep in effect at all times insurance coverage as herein
16 provided, the COUNTY may, in addition to other remedies it may have, suspend or
17 terminate this Agreement upon the occurrence of such event.

18 All policies shall be issued by admitted insurers licensed to do business in the State
19 of California, and such insurance shall be purchased from companies possessing a
20 current A.M. Best, Inc. rating of A FSC VII or better.

21 VII. LIABILITY

22 Personnel assigned to the Ag Crimes Task Force shall be deemed to be continuing under the
23 sole employment of their respective jurisdictions and shall have the same powers, duties,
24 privileges, responsibilities and immunities as are conferred upon them as peace officers in their
25 own jurisdictions.

1 Notwithstanding anything to the contrary herein: (i) each Party shall be solely responsible for
2 the acts or omissions of its respective personnel that it provides to the Ag Crimes Task Force,
3 as well as for any losses, damages, claims, expenses (including attorney's fees), demands,
4 vehicle accidents or other liabilities arising out of that personnel's services and activities while
5 participating in the Ag Crimes Task Force; (ii) when and if CHP personnel drives a vehicle
6 owned by COUNTY, the CHP assumes all liability, to the extent and as more specifically
7 delineated in Section IX.E of this MOU, associated with the operation of such vehicle except
8 for the vehicle's mechanical condition; (iii) each Party shall also be solely liable for any and all
9 worker's compensation benefits for their personnel injured in the course and scope of duty
10 while assigned to the Ag Crimes Task Force; (iv) each Party shall assume the responsibility
11 and liability of the acts and omissions of its own elected representatives, officers, agents,
12 volunteers, or employees in connection with the performance of their official duties under this
13 MOU; and (v) for tort liability purposes, a Party shall be liable (if at all) only for the torts of its
14 own personnel that occur within the scope of their official duties.

15 It is the intent of the Parties, where negligence is determined to have been contributory,
16 principles of comparative negligence will be followed and each Party shall bear the
17 proportionate cost of any loss, damage, claims, expense, demands, and liability attributable to
18 the Party's negligence.

19 VIII. INDEMNITY

20 CHP agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY,
21 its officers, agents, and employees from any and all costs and expenses (including attorney's fees),
22 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
23 performance, or failure to perform, by CHP, its officers, agents, or employees under this MOU, and
24 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting
25 to any person, firm, or corporation who may be injured or damaged by the performance, or
26 failure to perform, of CHP, its officers, agents, or employees under this MOU.

COUNTY agrees to indemnify, save, hold harmless, and at CHP'S request, defend the CHP, its officers, agents, and employees from any and all costs and expenses (including attorney's fees), damages, liabilities, claims, and losses occurring or resulting to CHP in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this MOU, 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 COUNTY, its officers, agents, or employees under this MOU. The provisions of this Section VIII shall survive the termination of this MOU.

IX. FACILITIES AND OPERATIONS

A. Office Space

The Fresno County Sheriff-Coroner's Office, at its own expense, will continue to provide office space at its current location. If the space becomes unavailable or the needs of the Ag Crimes Task Force change, other locations may be considered.

B. Office Equipment

The Fresno County Sheriff-Coroner's Office will continue to furnish the following necessary office equipment:

1. Chairs, tables, desks, and filing cabinets
2. One fax machine with a dedicated telephone line
3. One copier machine
4. One secure safe for weapon storage
5. Lockers for office supply storage
6. Office telephone system

C. Computer Terminals

Departmental computer systems and maintenance of such systems will be provided for each member of the Ag Crimes Task Force by the Fresno County Sheriff-Coroner's Office.

D. Public Safety Equipment

1 The employing Party will provide all necessary public safety equipment and miscellaneous
2 surveillance equipment for their employed personnel.

3 E. Vehicles

4 The Fresno County Sheriff-Coroner's Office will provide the assigned CHP Ag Crimes Task Force
5 member with use of a vehicle. All costs associated with the maintenance, operation, and fueling of
6 the vehicle will be borne by COUNTY and the vehicle will remain the property of the COUNTY. Ag
7 Crimes Task Force undercover vehicles are COUNTY assets and the Ag Crimes Task Force
8 Commander assigns them to Ag Crimes Task Force members which includes the California
9 Highway Patrol Officer/Investigator assigned to the Ag Crimes Task Force.

10 Fresno County Administrative Policy 17, to the extent it prevents non-COUNTY employees from
11 using COUNTY owned vehicles, is waived, and COUNTY, through this MOU, may allow an
12 employee of CHP, who is a Highway Patrol Officer/Investigator, and who meets the requirements
13 of Section III.C of this MOU, to use a vehicle owned by COUNTY. In the event that CHP's
14 employee uses any COUNTY vehicle, CHP agrees to, covenants to, and will assume all costs and
15 expenses (including attorney's fees), damages, liabilities, claims, and losses occurring or resulting
16 to COUNTY that are attributable to said employee, as articulated in Sections VII and VIII of this
17 MOU. All other provisions of Administrative Policy 17 will remain in full force and effect.

18 F. STANDARD OPERATING PROCEDURE (SOP)

19 All Ag Crimes Task Force members shall be provided, and abide by, the Standard Operating
20 Procedures (SOP) manual. The SOP shall be prepared by the Ag Crimes Task Force
21 Commander/Supervisor and approved by the Fresno County Sheriff-Coroner's Patrol Bureau
22 chain of command. The SOP shall specify policy, procedures and tactics to be followed by Ag
23 Crimes Task Force members and shall include, but not be limited to, the following specific
24 items:

25 1. Conflicting Policy

26 In any case where the policies or procedures of the Ag Crimes Task Force
27 conflict with those of a member's employing agency, the member shall abide by
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1 the directives of his or her employing agency and give immediate notification to
2 the Ag Crimes Task Force Supervisor.

3 2. Officer Involved Investigations

4 The investigation of officer-involved shooting incidents, major use of force
5 incidents, and vehicle accidents will be conducted by the law enforcement
6 agency having investigative jurisdiction where the incident occurred. The
7 employing Party will also have the option to conduct a parallel investigation if
8 they so choose. Ag Crimes Task Force member evaluations, complaints, and
9 internal investigations may be handled by the employing Party and/or the Ag
10 Crimes Task Force Supervisor or Commander, depending on the nature and scope
11 of the matter.

12 3. News Releases and Media Interviews

13 The release of media information regarding Ag Crimes Task Force operations
14 will be coordinated through the Ag Crimes Task Force Supervisor, Commander,
15 or his/her designee. All Parties and/or law enforcement significantly
16 participating in a newsworthy event shall be notified prior to the release of
17 information to the media. News releases shall comply with State Law. The
18 media is not permitted access to the Ag Crimes Task Force office due to the
19 presence of privileged and confidential information and equipment. Because Ag
20 Crimes Task Force members often operate in an undercover capacity, and to
21 prevent the location of the Ag Crimes Task Force office from being made public,
22 media interviews shall not be conducted inside, in front of, or near the office. It
23 is encouraged that media interviews be conducted at a crime scene or in front
24 of a public law enforcement office building.

25 X. SITE SECURITY

26 The Ag Crimes Task Force office contains firearms, items of evidentiary value, computers,
27 case files, confidential and privileged information, and confidential surveillance equipment.
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When no one is occupying the office, the door(s) shall be locked, the alarm shall be set, all sensitive information shall be secured, and any weapons left in the office shall be securely locked inside the locked safe.

XI. VEHICLE PURSUITS

Vehicle pursuits involving unmarked vehicles are generally discouraged. The nature of the offense must be heavily weighted in deciding whether or not to continue the pursuit. Should a pursuit continue in an unmarked vehicle, the pursuit should be turned over to a marked patrol vehicle as soon as practical. Members who become involved in a pursuit shall abide by the pursuit policy established by their respective employer.

XII. REPORTING

The Ag Crimes Task Force Supervisor will be responsible for implementing a reporting system for tracking Ag Crimes Task Force activity and resource utilization. This reporting system will serve as the basis for any reports requested by the agencies involved in, or associated with, the Ag Crimes Task Force as well as to ensure overall accountability of personnel and resources.

XIII. AMENDMENTS TO THE MOU

The parties to this MOU may negotiate and amend, in writing, any portion of this MOU.

XIV. TERM AND TERMINATION OF MOU

The term of this MOU shall be June 1, 2018, through and including May 31, 2021. This MOU may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. Written notice of non-renewal will only be effective if given as follows: for the renewal term June 1, 2021 to May 31, 2022, written notice of non-renewal must be given to the other Party no later than April 1, 2021; for the renewal term June 1, 2022 to May 31, 2023, written notice of non-renewal must be given to the other Party no later than April 1, 2022. The Sheriff or her designee is authorized to execute such written approval on

1 behalf of COUNTY based on CHP satisfactory performance to extend the term for years four
2 (4) and five (5).

3 Upon Ninety (90) day notice, any Party or the participating Parties may elect to terminate this
4 MOU at any time and for any reason. Either Party wishing to do so shall indicate such intent
5 in writing to the other Party(ies). The termination shall be deemed to take effect not less than
6 Ninety (90) days after receipt of the written notice or upon a date established by mutual,
7 written agreement.

8 In the event that this MOU terminates or expires, for any reason whatsoever, COUNTY may
9 continue to operate Ag Crimes Task Force without the any other Party being involved.

10 XV. AUDITS AND INSPECTIONS

11 CHP shall at any time during business hours, and as often as the County of COUNTY may deem
12 necessary, make available to the COUNTY for examination all of its records and data with respect
13 to the matters covered by this Agreement. The CHP shall, upon request by the COUNTY, permit
14 the COUNTY to audit and inspect all of such records and data necessary to ensure CHP's
15 compliance with the terms of this Agreement.

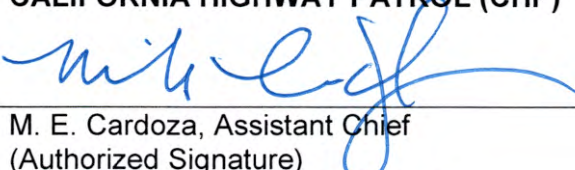
16 If this Agreement exceeds ten thousand dollars (\$10,000.00), CHP shall be subject to the
17 examination and audit of the State Auditor General for a period of three (3) years after final
18 payment under contract (Government Code Section 8546.7).

19 XVI. SIGNATURES

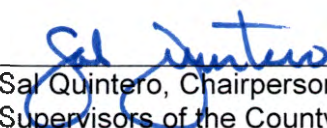
20 The undersigned represent authority to execute this agreement on behalf of the respective
21 Party for whose behalf they sign; and in signing this formal agreement, represent concurrence
22 with and support of the Ag Crimes Task Force as set forth in this agreement and for the period
23 and purposes stated herein.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.
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5 **CALIFORNIA HIGHWAY PATROL (CHP)**

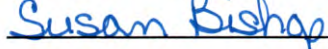
6 
7 M. E. Cardoza, Assistant Chief
8 (Authorized Signature)
9 CALIFORNIA HIGHWAY PATROL
601 North 7th Street, Sacramento, California
95811

COUNTY OF FRESNO


Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

16 **ATTEST:**

17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

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21 By: 
22 Deputy Clerk
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