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**CAMPAIGN AGAINST MARIJUANA PLANTING**  
A Multi-Agency Marijuana Enforcement and Eradication Task Force

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March 16, 2010

RE: 2010 CAMP MEMORANDUM OF UNDERSTANDING (MOU)

Dear : Sheriff Kollar

This year's Campaign Against Marijuana Planting (CAMP) eradication season will commence on June 22, 2010. Enclosed for your review and signature, is the CAMP Memorandum of Understanding (MOU). Please review, sign, and return the original MOU to our office. A copy will be returned to you once it has been signed by CAMP.

The purpose of the MOU is to delineate CAMP and the Sheriff's Department's responsibilities. Please note that signing the MOU does not obligate your agency to use the services provided by CAMP, but it does however, make your agency eligible to use our services should you need them. CAMP's services will be provided based upon our resources at the time of request.

CAMP resources for funding, manpower, and material are limited. As a result, we will prioritize eradication activities to the high volume marijuana cultivation counties.

We look forward to your participation in the 2010 CAMP marijuana eradication season. If you should have any questions or comments about the CAMP program, or services provided, please contact me at (916) 464-2023.

Sincerely,

MICHAEL JOHNSON  
Operations Commander  
Campaign Against Marijuana Planting

for EDMUND G. BROWN JR.  
Attorney General

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF EL DORADO  
AND THE  
STATE OF CALIFORNIA  
CAMPAIGN AGAINST MARIJUANA PLANTING (CAMP) PROGRAM**

This Memorandum of Understanding (MOU) is entered into by the parties regarding the Campaign Against Marijuana Planting (CAMP) program for the purpose of identifying agency responsibilities related to cannabis eradication operations conducted in El Dorado County.

**I. PROJECT DESCRIPTION**

The period covered by this Agreement shall be from June 22, 2010 through October 30, 2010.

An eradication team(s) will be assigned to a region that may provide eradication services to, and will be comprised of law enforcement personnel from local, state, and federal agencies. The Sheriff will be responsible for carrying out the law enforcement function of the team(s). The CAMP Operations Commander and the Regional Operations Commander (ROC) will be responsible for the overall coordination of team efforts, including general operating procedures and coordinating priorities. CAMP team leaders will be responsible for the timely completion and submission of crop seizure reports when the team is involved in a raid. When the eradication team is not involved, the Sheriff will assume this responsibility.

CAMP teams will abide by the law enforcement policies, rules, and regulations as set forth by the Sheriff of the county in which they are working. If a conflict in policy should arise and cannot be resolved, the CAMP Commander and the Sheriff, (or his or her designee), will meet to resolve the conflict.

Personnel assigned to the CAMP program, while operating in El Dorado County, shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

For the purpose of indemnification of team personnel and their participating agency against any loss, damage, or liability arising out of the services and activities of the teams; personnel assigned by any agency shall be deemed to be continuing under the employment of that agency and covered by workers' compensation to the extent such coverage applies in this situation.

Each agency contributing personnel resources to the teams will be responsible for all salaries and benefits of such employees except for those hired by CAMP as state emergency hires in which case CAMP will be responsible for salaries and benefits of such employees.


**II. AGENCY COMMITMENTS**

The Sheriff's Department is committed to furnish a lead deputy while CAMP teams are operational in the county and be responsible for the disposition of all contraband and evidence seized during CAMP operations. The local jurisdiction shall conduct the investigation, and have the responsibility to prosecute any arrested suspects with their District Attorney's Office.

**III. MUTUAL INDEMNIFICATION**

I. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Agencies who are parties to this Agreement (Parties) pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

I have read and agree with the above MOU, and our agency will be participating during the CAMP 2010 marijuana eradication season.

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MICHAEL JOHNSON	DATE	SHERIFF OR DESIGNEE	DATE
Operations Commander			4-1-10
Campaign Against Marijuana Planting			

I have read the above MOU; however, our agency is **not interested** at this time.

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SHERIFF OR DESIGNEE	DATE
El Dorado County	