

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

BOARD ACTION SUMMARY

DEPT: Sheriff

BOARD AGENDA: 5.B.24
AGENDA DATE: June 26, 2018

SUBJECT:

Approval of Agreement for the Stanislaus County Drug Enforcement Agency and Transfer of Operational Control of the Agency from the City of Modesto to the County of Stanislaus

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0334

On motion of Supervisor Chiesa Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow


Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman DeMartini

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff

BOARD AGENDA:5.B.24
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Agreement for the Stanislaus County Drug Enforcement Agency and Transfer of Operational Control of the Agency from the City of Modesto to the County of Stanislaus

STAFF RECOMMENDATION:

1. Authorize the Chief Executive Officer to sign the Stanislaus Drug Enforcement Agency (SDEA) Joint Powers Agreement effective July 1, 2018.
2. Authorize the Auditor-Controller to establish the necessary accounts to transfer operational and fiscal control for the SDEA JPA to the County from the City of Modesto.

DISCUSSION:

The Joint Powers Agreement (JPA) for the Stanislaus Drug Enforcement Agency (SDEA) was created in 1974. The parties involved in the agreement are Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Turlock and Waterford. The purpose of this JPA is to provide a county-wide multi-agency task force charged with the responsibility to enforce drug and violent crime laws.

The JPA formula requires in-kind contribution and/or an annual cash contribution from each participating agency. The Sheriff's Department provides one Manager/Lieutenant, one Sergeant, two Deputy Sheriff's, one Community Service Officer and one Supervising Legal Clerk. The District Attorney provides one Legal Clerk IV.

In the past, the operational and fiscal control of SDEA has rotated every five years between Stanislaus County and the City of Modesto. Due to the amount of work necessary to transfer every five years, it was determined in 2008 that the City of Modesto would retain control indefinitely.

On April 18, 2018, the JPA governing committee voted to approve the transfer of operational and fiscal control to the County effective July 1, 2018. This transfer will place the day-to-day operation of the unit under the Sheriff. Legal counsel, risk management, purchasing and fiscal responsibility oversight will be under the County in the same manner that it is presently provided by the City of Modesto.

The initial term of the JPA is July 1, 2018 through June 30, 2021, and shall automatically renew from year to year thereafter unless the term is amended in writing or the agreement is terminated.

POLICY ISSUE:

Board of Supervisors' approval is needed for agreements with other agencies.

FISCAL IMPACT:

The Auditor-Controller's Office will set up an interest bearing Fiduciary Fund to record the financial activity of the JPA. The City of Modesto will transfer an initial cash balance to the County and follow up with any remaining balance after completion of the Fiscal Year 2017-2018 financial audit. The City will also transfer SDEA asset inventory once the audit is complete.

As a Fiduciary Fund, the revenue and expenditures of the JPA will be maintained and reported separately from the County's finances. Fiduciary Funds are commonly used to account for assets held for the benefit of other than the government's own programs. The JPA's cash balance will be included in the County's pooled cash.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Supporting Strong and Safe Neighborhoods* by allowing the County to lead a fully operational and specially trained police unit to assist agencies in Stanislaus County in enforcing laws related to drugs, violent crimes, gang related crimes, street terrorism, human trafficking and other criminal activities.

STAFFING IMPACT:

Existing Department and County staff will oversee operational, administrative and financial aspects of SDEA.

CONTACT PERSON:

Adam Christianson, Sheriff-Coroner, (209) 525-7216

ATTACHMENT(S):

1. SDEA JPA Agreement 2018-21

Stanislaus Drug Enforcement Agency



Joint Powers Agreement

July 1, 2018-June 30, 2021

MISSION AND GOALS

The Stanislaus Drug Enforcement Agency (SDEA) is a county wide multi-agency task force charged with the responsibility to enforce drug laws and investigate violent crimes.

It shall be the mission of SDEA to interdict the flow of narcotics into and within Stanislaus County, investigate violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the Governing Board.

It shall be the primary goal of SDEA to maintain an allegiance with the citizens of Stanislaus County in order to maximize our efforts in preventing and combating narcotics trafficking violent crimes in our communities. An integral part of this goal is maintaining a high level of communication and support to and from allied agencies.

**STANISLAUS DRUG ENFORCEMENT AGENCY
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made with reference to the following facts:

- A. Each party hereto is empowered by law to provide police protection to its residents.
- B. Each party recognizes interjurisdictional cooperation is essential for the effective control of dangerous drugs in Stanislaus County.
- C. Each party desires to establish an agency to maintain a fully operational and specially trained police unit to assist each of the parties to this agreement in enforcing drug control laws, violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the governing board. The Stanislaus Drug Enforcement Agency will also study, plan, and set priorities for effective enforcement of such laws throughout Stanislaus County in accordance with the operational policy approved by the governing board.
- D. The parties, pursuant to the provisions of California Government Code Sections 6500 et seq., are authorized to enter into this Joint Powers Agreement so as to create a separate public entity to enforce the laws of the State of California; and
- E. The parties desire to replace the Joint Powers Agreement between them, which became effective on September 10, 2008.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Administering Agency

There is hereby created the Stanislaus Drug Enforcement Agency (hereafter "SDEA") to administer the drug enforcement unit (hereafter "Unit") and to carry out the purposes of this agreement. For such purposes, pursuant to Government Code Section 6508, SDEA shall have the authority, in its own name, to do any or all of the following: to make and enter contracts; to employ agents and employees; to acquire, construct, manage, maintain or operate any building, works, or improvement, or to acquire, hold or dispose of property; to incur debts, liabilities or obligations within the limitations provided by this agreement, and to perform any other act necessary for the purposes hereof.

2. Term

The initial term of this agreement shall commence on July 1, 2018, and shall continue in full force until June 30, 2021, and shall automatically renew from year to year thereafter unless the term is amended in writing or the agreement is terminated as herein provided. A party may terminate its participation in this agreement by giving written notice of its intention to do so to all other parties have at least thirty (30) calendar days prior to the end of any term. This agreement may be terminated at any time by mutual agreement of all parties hereto.

3. Additional Parties

Cities located within Stanislaus County, which are not parties to this agreement, may participate in this agreement by giving written notice of their election to become a SDEA participating agency to the SDEA governing body at least thirty (30) calendar days prior to January 1 or July 1 of any year. A City's election to become a participating member is subject to the approval of the

SDEA governing body. Once the City's election to become a SDEA participating agency is approved by the SDEA governing body, the City shall immediately, upon approval, become an SDEA participating agency and be subject to the terms and conditions of the Stanislaus Drug Enforcement Agency Joint Powers Agreement in effect.

4. Governing Body

The governing body of SDEA shall be a committee comprised of the Sheriff of Stanislaus County, the District Attorney of Stanislaus County, the Chief Probation Officer of Stanislaus County and the Chief of Police of each participating City. Each member of the governing committee may appoint from his/her office an alternate member, and such alternate member is authorized to exercise the powers and duties of the regular member and to act at a meeting of the governing committee when the primary member is absent. The Sheriff of Stanislaus County shall be the Chairperson of the committee, but in the absence of the Chairperson or his/her alternate, the committee shall elect a temporary Chairperson from that meeting from among the committee members present. Decisions by the committee shall require an affirmative vote of a simple majority, consisting of one half the members plus one, of the parties to this agreement, with the Chairperson being permitted to cast his/her vote in the same manner as any other member.

5. Officers

The officers of SDEA shall consist of a clerk from the Stanislaus County Sheriff's Department or any participating agency as approved by the governing body. The Auditor-Controller of Stanislaus County will serve as the fiduciary authority, and the Purchasing Agent of SDEA shall be the General Services Agency (GSA) Director of Stanislaus County. The performance of duties under this agreement by officers of the County or participating city, who are covered by bond, shall be an official duty of the County or City so that the bond shall cover such officers when they are performing duties for SDEA. The attorney for all civil matters regarding SDEA shall be the County Counsel of Stanislaus County. The Sheriff of Stanislaus County shall be the Director of Operations for SDEA and shall be responsible for the day-to-day operation of the Unit in accordance with guidelines and policies set forth by the governing committee.

6. Operational Unit

The governing body shall create and maintain a drug enforcement and investigative unit staffed by qualified peace officers to carry out the purpose of this agreement. Each peace officer assigned to the unit shall be an officer regularly employed by one of the parties to this agreement.

The position of Unit Commander of SDEA may be a Lieutenant or command level personnel from the Sheriff's Department, at the discretion of the Sheriff of Stanislaus County.

The position of Unit Supervisor of SDEA will be a sergeant from the Sheriff's Department. The unit supervisor will rotate in accordance with the Stanislaus Sheriff's Supervisor Association's (SCSSA) rotation policy.

All personnel assigned to the unit shall be determined by the governing board.

7. Funding

Subject to the provisions of this agreement and any applicable law, the Auditor-Controller of Stanislaus County shall receive, have custody of, and disburse agency funds pursuant to the procedures set forth in this agreement.

Funding for SDEA is derived from several different sources:

a. In Kind

Personnel costs for any position not covered by grant or other outside funding will be the responsibility of the participating agency. A participating agency may elect to withdraw in kind personnel by giving written notice of its intention to do so at least thirty (30) calendar days prior to January 1st or July 1st of any year.

b. Cash Contribution

An annual cash contribution will be required if a participating agency is not willing or able to provide a sworn full time in-kind body to SDEA. The cash contribution will be billed to each participating agency at the beginning of each fiscal year if a body has not been committed thirty (30) calendar days prior to July 1st. If a participating agency withdraws in kind personnel during the fiscal year, a pro-rated amount will be billed.

The cash contribution will be used to offset day to day expenditures and for expenditures that are not allowable by the various funding sources available to SDEA. The cash contribution amount will be based on population statistics provided by the State of California Department of Finance and will be billed on the following scale:

Jurisdiction Population	Cash Contribution
0 -10,000	\$5,000
10,000 - 20,000	\$7,500
20,000 - 40,000	\$15,000
40,000 - 60,000	\$30,000
60,000 - 80,000	\$60,000
80,000 - 100,000	\$120,000
100,000 +	\$180,000

c. Asset Forfeiture

SDEA shall utilize the existing NCIC number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeiture funds generated by SDEA operations shall be used to supplement the budget of SDEA for operational activities. The use of asset forfeiture funds in SDEA operations shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.

The Auditor-Controller of Stanislaus County shall establish accounts for receipt and disbursement of funds generated by asset forfeiture, and all funds generated by SDEA activity shall pass through the Auditor-Controller of Stanislaus County. The Auditor-Controller of Stanislaus County shall make disbursements in accordance to this agreement and governing body directions, and provide monthly accounting thereof. Monies deposited in such accounts shall be held in a manner and fashion in accordance with applicable federal and state laws. Interest earned on all funds, if any, shall be deposited back into the SDEA Asset Forfeiture accounts. Approved expenditures of asset forfeiture funds shall specify the account from which the funds are to be taken.

d. HIDTA

The Central Valley High Intensity Drug Trafficking Area (HIDTA) program provides an annual spending authority administered through the Sacramento County Sheriff's Department for reimbursement of HIDTA related expenditures. The Stanislaus County Sheriff's Department is designated as the lead agency.

HIDTA funds are currently used for case related overtime, case related expenses, training and miscellaneous operating expenses.

e. Cal-MMET

California Multi-Jurisdictional Methamphetamine Enforcement Team (Cal-MMET) is funded by the 2011 Public Safety Realignment through the Enhancing Law Enforcement Activities Subaccount (ELEAS) and is allocated annually to the County of Stanislaus.

Some of the current funding is used to fund positions as SDEA and other miscellaneous expenses that are approved by the Sheriff's Department. This funding is NOT guaranteed for use at SDEA and will be allocated at the Sheriff's discretion.

f. Other Funding Sources

If other funding sources become available, it will need to be approved by the Governing Board and the County of Stanislaus who will become the fiduciary.

8. Budget

- a. For the purposes of this agreement, the term fiscal year shall mean the period from July 1 to and including the following June 30.
- b. A preliminary annual budget shall be adopted by the governing board prior to March 1 for the following fiscal year, which shall commence on the first day of July. The Director of Operations of the unit shall deliver a copy of the annual budget to each party within ten (10) business days after the budget is adopted.
- c. The governing committee and every other official or employee of SDEA shall be limited in the making of expenditures and in incurring liabilities to the amount of appropriations

allowed by the budget as adopted pursuant to section 8.a of this agreement. Except as otherwise provided by law, liabilities incurred in excess of any budget appropriation shall not be a liability of SDEA and payments shall not be issued to cover such liabilities. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities and obligations of SDEA shall be those of SDEA and not of the parties of this agreement.

9. Records and Accounts

- a. The governing committee of SDEA shall have proper books or records and accounts in which a complete and detailed entry shall be made of all of its transactions including all receipts and disbursements. Said books or records and accounts shall be kept in accordance with State law and the rules and regulations of the State Controller and as required by the Auditor-Controller of Stanislaus County. Said books shall be subject to inspection at any reasonable time by the duly authorized representatives of each of the parties of this agreement.
- b. The governing committee of SDEA shall have an annual financial report, including a report of all receipts and disbursements of funds, which shall be available at the office of the Clerk of SDEA, and a copy thereof shall be delivered to each party in this agreement. The report shall be filed following the issuance of a fiscal annual audit report.
- c. The governing committee of SDEA shall maintain records for all assets. An annual inventory will be maintained.

10. Termination of JPA

Upon termination of the JPA, SDEA will pay all liabilities to any non-participants and will dispose of all assets through sale or other transfer method. Any asset which has been identified as contributed by any party in this agreement shall be returned to that party. All other assets will be converted to cash. Once all assets have been converted to cash and after all SDEA liabilities have been paid, the balance will be distributed out based on the following percentages:

Participant	Percentage of Funds
Ceres	8.83%
Hughson	1.35%
Modesto	39.31%
Newman	2.03%
Oakdale	4.08%
Patterson	3.98%
Riverbank	4.42%
Turlock	13.33%
Waterford	1.64%
County	21.03%

11. Claims

All claims against SDEA, including but not limited to, claims by public entities or public officers and employees for fees, salaries, wages, mileage, in-kind contributions or other expenses, shall be within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the County of Stanislaus, and established by the governing committee of SDEA pursuant to Chapter 5 (commencing with section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

12. General Liability

None of the parties to this agreement waive any of the privileges and immunities set forth in California Government Code Section 6513. The County of Stanislaus, City of Modesto, City of Ceres, City of Oakdale, City of Turlock, City of Hughson, City of Patterson, City of Waterford, City of Newman and City of Riverbank agree to the following:

The processing of all claims against SDEA for payment to third parties shall be performed in accordance with California law and the existing policies and procedures enacted by the County of Stanislaus.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in all personal injury and property damage claims and lawsuits to investigate, direct, negotiate, compromise, settle, and otherwise administer all aspects of any claims and lawsuits.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in accordance with California law, for all costs and expenses for the administration, defense, and indemnity for any claims and lawsuits.

The County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of the administration, defense, and indemnity for all said claims and lawsuits.

Workers' Compensation insurance shall not be provided by SDEA for member agency employees but shall be maintained by the employing jurisdiction.

13. Investigation and Defense of General Liability

The County of Stanislaus, by and through the Office of County Counsel and all participating agencies shall provide cooperation in the investigation and defense of SDEA civil liability cases. The County of Stanislaus, by and through the Office of County Counsel, shall be responsible for the administration of all claims and lawsuits where the date of the alleged liability accrues on or after July 1, 2018 and through June 30, 2021 and arise out of the activities of SDEA and its agents or employees.

In the event the County of Stanislaus, by and through the Office of County Counsel determines a matter cannot or should not be investigated, defended, or otherwise administered by the Office

of County Counsel, and it is decided that an independent investigator or attorney may be necessary, the County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of any outside investigator or attorney.

The Joint Powers Agreement between the parties, which became effective September 10, 2008, is rescinded and this Agreement supersedes any previous documents entered into by SDEA and participating agencies.

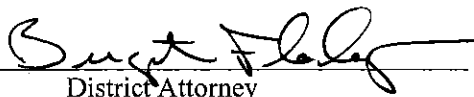
The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this 26th day of June, 2018.


COUNTY OF STANISLAUS

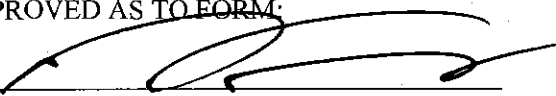
By: 
Chief Executive Officer

ATTEST: 
Clerk of the Board

APPROVED AS TO CONTENT:
By: 
Sheriff

APPROVED AS TO CONTENT:
By: 
District Attorney

APPROVED AS TO CONTENT:
By: 
Chief Probation Officer

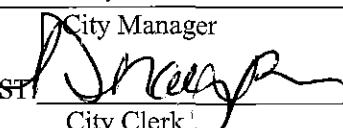
APPROVED AS TO FORM:
By: 
County Counsel

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this 24th day of July, 2018.

CITY OF CERES

By: 


City Manager

ATTEST 

City Clerk

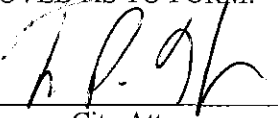
Reso. No. 2018-077, 7/23/2018

APPROVED AS TO CONTENT:

By: 

Chief of Police

APPROVED AS TO FORM:


By: 

City Attorney

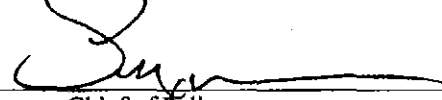
The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this 9th day of July, 2018.

CITY OF HUGHSON


By: 
City Manager

ATTEST: 
City Clerk

APPROVED AS TO CONTENT:

By: 
Chief of Police

APPROVED AS TO FORM:

By: 
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF MODESTO

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF NEWMAN

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

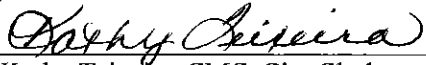
APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this 17th day of July, 2018.

CITY OF OAKDALE

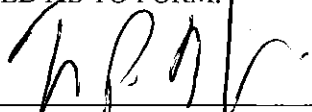
By: 
Bryan Whitemyer, City Manager

ATTEST: 
Kathy Teixeira, CMC, City Clerk

APPROVED AS TO CONTENT:

By: 
Scott Heller, Chief of Police


APPROVED AS TO FORM:

By: 
Tom Hallinan, City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this 17th day of July, 2018.

CITY OF PATTERSON

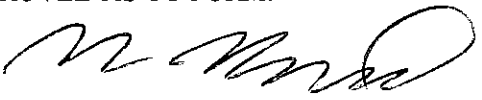
By: 
City Manager

ATTEST: 
City Clerk

APPROVED AS TO CONTENT:

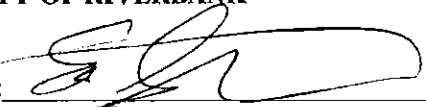
By: 
Chief of Police

APPROVED AS TO FORM:

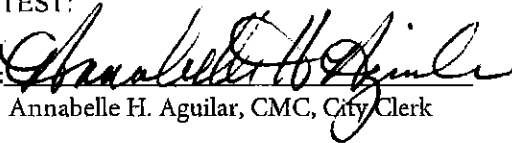
By: 
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this 24th day of July, 2018.

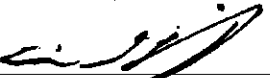
CITY OF RIVERBANK

By: 
Sean Scully, City Manager


ATTEST:

By: 
Annabelle H. Aguilar, CMC, City Clerk

APPROVED AS TO CONTENT:

By: 
Erin Kiely, Chief of Police

APPROVED AS TO FORM:

By: 
Tom P. Hallinan, City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF TURLOCK

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEA Joint Powers Agreement to be executed this ____ day of _____, 2018.

CITY OF WATERFORD

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney