



**Sheriff's Office
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: September 10, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Ed Lardner, Grant Specialist PHONE: (559) 802-9462

SUBJECT: Approve an agreement with the United States Drug Enforcement Administration

REQUEST(S):

That the Board of Supervisors:

1. Approve an agreement with the United States Drug Enforcement Administration for participation in the Drug Enforcement Administration Task Force, for the period of October 1, 2019 through September 30, 2020; and
2. Authorize the Chairman to sign three copies of the Agreement.

SUMMARY:

The objective of the United States Drug Enforcement Administration (DEA) agreement is to establish a multi-agency fugitive task force for narcotic investigations. The primary mission of the task force is to disrupt the illicit drug traffic in the area that will result in effective prosecution before the courts of the United States and the State of California.

One experienced Sheriff's Deputy will be assigned to the task force and will be under the direct supervision of the DEA supervisory personnel assigned to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

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FISCAL IMPACT/FINANCING:

Each law enforcement agency participating in the DEA Task Force will be responsible to pay the salary and benefits of their agency deputy assigned to the task force. The Task Force operation will cover multiple fiscal years from October 1, 2019 through September 30, 2020. Expenditures for the Tulare County Sheriff's Deputy is budgeted for in the Sheriff's Office FY 19/20 operating budget, and will be budgeted for in the Sheriff's Office FY 20/21 operating budget. There is no additional net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security Initiative to effectively and fairly investigate, arrest, prosecute, and punish individuals who engage in criminal behaviors. The agreement will help fulfill this initiative by disrupting narcotic activities and the prosecution of narcotic cases.

ADMINISTRATIVE SIGN-OFF:



Mike Boudreaux
Sheriff-Coroner

cc: County Administrative Office

Attachment(s) Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AGREEMENT WITH THE UNITED STATES) Resolution No. _____
DRUG ENFORCEMENT AGENCY) Agreement No. _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an agreement with the United States Drug Enforcement Administration for participation in the Drug Enforcement Administration Task Force, for the period of October 1, 2019 through September 30, 2020; and
2. Authorized the Chairman to sign three copies of the Agreement.

**FISCAL YEAR 2020 PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN
TULARE COUNTY SHERIFF'S OFFICE AND DEA ENFORCEMENT GROUP 2 (FRESNO)**

This agreement is made this 1st day of October, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Tulare County Sheriff's Office (hereinafter "TCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Tulare County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The DEA Enforcement Group 2 (Fresno) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.

2. To accomplish the objectives of the DEA Enforcement Group 2 (Fresno), the Tulare County Sheriff's Office agrees to detail one experienced officer to the DEA Enforcement Group 2 (Fresno) for a period of not less than two years. During this period of assignment, the one Tulare County Sheriff's Office officer will be under the direct supervision and control of DEA supervisory personnel assigned to the DEA Enforcement Group 2 (Fresno).

3. The Tulare County Sheriff's Office officer assigned to the DEA Enforcement Group 2 (Fresno) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The Tulare County Sheriff's Office officer assigned to the DEA Enforcement Group 2 (Fresno) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the DEA Enforcement Group 2 (Fresno), DEA will assign nine (9) Special Agents to the DEA Enforcement Group 2 (Fresno). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The TCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2020. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Tulare County Sheriff's Office during the term of this agreement.

For the Drug Enforcement Administration:



Name: Christopher D. Nielsen

Date: 8-5-19

Title: Special Agent in Charge – San Francisco Field Division

For the Tulare County Sheriff's Office:

SIGNATURE

Date: _____

PRINT NAME : Kuyler Crocker

PRINT TITLE: Chairman, Tulare County Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL
BY Alli R. 8-27-19
DEPUTY

20191498