



**U.S. Department of Justice
Drug Enforcement Administration**

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2019-16

This Letter of Agreement (LOA) is entered into between the **FRESNO COUNTY SHERIFF'S OFFICE** hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicitcannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

- f. **MANDATORY requirement for *THE AGENCY* to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
- g. Submit electronically a DEA monthly expenditure report, with a copy of ***THE AGENCY*** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **ONE HUNDRED SIX THOUSAND FIVE HUNDRED (\$106,500.00)** for the period of October 1, 2018 to September 30, 2019, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY's*** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. **[Agency Initials]**

All purchases of equipment, supplies and other resources must be requested in writing, **through** the respective DEA Division, **to the Investigative Support Section (OMS)**. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. **[Agency Initials]** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. **[Agency Initials]** All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. §§ 200.313/200.314), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. §§ 200.313/200.314, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities

related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and the September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-19** (10/01/2018 through 09/30/2019).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax

or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for six years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** 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 U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form, a Financial Status Report SF-425, and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 613665769.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on February 21, 2019.

FRESNO COUNTY SHERIFF'S OFFICE

Printed Name & Signature: Nathan Magsig  (Blue Ink Only)

Title: Chairman of the Board of Supervisors of the County of Fresno Date: 5-7-19

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____ (Blue Ink Only)

Special Agent in Charge – San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2019/AFF-B-OP/OM/8210000/DEA-JLE/DCE: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop
Deputy



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section
DEA Headquarters

www.dea.gov

October 1, 2018

**All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies**

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	<u>County of Fresno Treasurer</u>
Account Number:	<u>097000970</u>
Name of Bank/Financial Institution:	<u>Bank of the West</u>
Address of Bank/Financial Institution:	<u>2035 Fresno Street; Fresno, CA 93721</u>
Telephone Number of Bank/Financial Institution:	<u>559-487-2100</u>
Contact Person of Bank/Financial Institution:	<u>Ryan Dhindsa</u>
Bank/Financial Institution ABA Number:	<u>121100782</u>
State-Local Agency Name / LOA Number:	<u>Fresno County Sheriff's Office/LOA#2019-16</u>
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	<u>Annabel.Baldwin@fresnosheriff.org</u> <u>Surinder.Sandhu@fresnosheriff.org</u> <u>Rodrigo.Delarosa@fresnosheriff.org</u>

Oscar J. Garcia, CPA, Auditor Controller/Treasurer-Tax Collector

Authorized Agency Representative (Name & Title)

Oscar J. Garcia
Signature of Authorized Agency Representative

February 27, 2019

Date

Investigative Support Section
DEA Headquarters



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Fresno County Sheriff's Office
2200 Fresno Street, Fresno CA 93721

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop
Deputy

2. Application Number and/or Project Name

2019-16

3. Grantee IRS/Vendor Number

94-6000512

4. Typed Name and Title of Authorized Representative

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

5. Signature

6. Date

5-7-19

(BLUE INK ONLY)



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14 approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: **County of Fresno, LOA#2019-16**

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop
Deputy

Fiscal Year

2019

Annual Strategic Plan

State/Local Agency Name: Fresno County Sheriff-Coroners Office

I. Domestic Cannabis Intelligence Overview:

A. Self Assessment - Summary of the previous year's activities and if the agency met last year's Annual Strategic Plan goals (include general statistical and expense results). Explain any reasons for a significant rise or drop of eradication statistics from the previous season.

During the 2017 marijuana season we seen roughly a 35%-40% decrease in the amount of grow locations and plant counts as we did in the 2016 marijuana season. Some of this is due to having limited flight time for aerial overflights on historic grow locations. Our helicopter and fixed wing airplane have been down for maintenance and equipment upgrade this year for a significant amount of time. This has hampered our ability to locate grow locations in our county. To date we are on pace to address 100% of our confirmed grow locations. In 2017 we confirmed and identified 266 grow locations out of the 360 allegations. We eradicated 230 grows for a plant total of 124,129. 36 grow locations had been self eradicated by the growers. To date we have identified 165 grow locations and have eradicated 75 grows for a plant total of 61,147. Being that we are in the beginning of the third quarter and still have until the end of the year, we anticipate to be below or just at last years numbers.

Last year we focused on education of our county ordinance along with eradications and identifying property owners for ordinance citations. This year to date compared to 2016 we have had an increase in search warrants related to marijuana grows on private properties along with an increase in arrests for cultivation and possession for sales of marijuana. In all of 2017 we had 20 search warrants and made 74 arrests for marijuana grow related crimes. To date in 2018 we have already authored 31 search warrants and made 39 arrests for marijuana grow related crimes and we have just ended July.

We are meeting last years' Operational Plan goals. Our unit has been able to focus more on investigation, enforcement and cite/arrest of suspected marijuana growers and traffickers. The county ordinance has been instrumental in enabling us to hold land owners responsible for allowing tenants to grow marijuana. Our plan is to stay the course and continue to investigate, enforce, arrest and prosecute marijuana growers and traffickers in our county.

B. Current Projections - Degree of problem in your Area of Responsibility (AOR), general geographical locations of major cultivation (regions/counties/towns/sub-divisions/parks), identity/association of violators (individuals and organizations), and level of sophistication (e.g., booby-traps/alarms, etc.)

Fresno County continues to be a source of supply location for marijuana across the state as well as out of state. We have intercepted over 80 parcels containing hundreds of pounds of marijuana being shipped from Fresno to numerous states across the U.S. like Alabama, Georgia, Florida, Texas and Virginia to name a few. We have also seized approx. 450 lbs of processed marijuana on highway interdiction investigations in our county as well. The geographical make up of Fresno County consists of flat land farm land, foothills and high sierra mountain ranges with multiple sources of man made and natural water. Fresno County has a rich history of being a top agriculture producer making our region a prime location for marijuana growers. While the cost of marijuana locally has dropped in value, across the U.S. the price for marijuana has increased exponentially. Specifically marijuana grown in California has made a name amongst dealers and users across the U.S. as being high quality. Locally a pound of processed marijuana can be sold locally for around \$1000.00. That same pound in Alabama will sale for \$4,000.00 to \$5,000.00 a pound. This profit potential makes it worth the risk for many growers here in

Fresno County in spite of our enforcement and eradication efforts. Because of this Fresno County will continue to be a source of supply area for marijuana. The county ordinance and our enforcement efforts are making an impact, but we still need more tools and personnel to target the marijuana growers and traffickers in our county. We still continue to investigate violent crimes associated with marijuana grows in the form of home invasion robberies and assaults with deadly weapons at grow locations.

C. Percentage of Enforcement Spent On: Public Lands vs. Private Lands
Outdoor Cultivation vs. Indoor Grows

Public Lands	5%	Private Lands	95%
Indoor Grows	5%	Outdoor Cultivation	95%

II. State / Local Eradication Suppression Program:

A. Agency Point of Contact (POC):

Name:	Kevin Lolkus
Title:	Lieutenant
Telephone No:	(559) 600-8723
Email Address:	kevin.lolkus@fresnosheriff.org
Address Line 1:	2200 Fresno St.
Address Line 2:	
City:	Fresno
State:	Ca
Zip Code:	93721

1. Resources available from your agency: aircraft, manpower, funding, etc.

The Fresno County Sheriff's Office has a dedicated eradication unit of 2 Detectives and 1 Sergeant. We reassign personnel from other units as needed during the growing season to bolster our numbers from 8 to 12 Detectives. C.A.M.P. supported Fresno County for 3 days to date and is scheduled for another 2 days in late August. FSO owns and operates two helicopters and one fixed wing aircraft. In addition, FSO has been able to utilize air resources through the National Guard. This year has been significantly more limited on our air assets due to maintenance, break downs and equipment upgrade modifications. Because of this our overflights have been minimal to date. FSO also owns and utilizes several four wheel drive trucks and cargo / dump trailers to assist with the transportation of eradicated marijuana to destruction facilities.

2. Methods your agency uses for eradication program: air search, informants, public awareness, intelligence, prosecutions, asset removals, etc.

FSO utilizes multiple methods for the Eradication Program. Marijuana season in Fresno County has grown from a 3-4 month season 20 yrs ago, to a 10-12 month season currently today. We start overflights in late winter and throughout the entire growing season. Our warm weather extends into November allowing later planting cycles even when grown outdoors. Our overflights include the valley

floor, foothills on both the East and West side of Fresno County as well as the Sierras. Information about grow locations are collected from informants, a toll-free narcotic tip line, an email tip folder, Crime Stoppers, patrol deputies, community meetings and media outlets. Each grow allegation is entered onto a spreadsheet. Once that grow location has been checked it will be entered into the spreadsheet for the current year as either a confirmed grow location or not. The confirmed grow location is then mapped utilizing Google Earth and entered into our spreadsheet. After investigation and eradication, prosecutions are requested and eligible assets are seized for forfeiture proceedings.

B. Who is your agency POC for the DEA Internet Capability Endeavor (DICE):¹

Name:	Karen Lundstrom
Title:	Office Assistant
Telephone No:	(559) 600-8423
Email Address:	karen.lundstrom@fresnosheriff.org
Address Line 1:	2200 Fresno St.
Address Line 2:	
City:	Fresno
State:	Ca
Zip Code:	93721

Summarize how your agency will, with its own law enforcement personnel and employees, perform the activities and duties described below:

1. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.
2. Investigate and report instances involving the trafficking in controlled substances.
3. Provide law enforcement personnel for the eradication of illicit cannabis located within AOR.
4. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
5. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
6. Submit to DEA quarterly expenditure reports.

FSO has a dedicated marijuana enforcement team, supervised by a sergeant. this team receives, investigates and maintains intelligence regarding cases of cultivation, possession and distribution of marijuana. Information is developed each year from overflights, patrol deputies, allied agencies, toll free narcotic tip lines, email tip folder, Crime Stoppers, informants, community meetings, media outlets and historic grow sites.

Investigations which yield large scale DTO's and involvement in multiple counties are reported to the Central Valley Marijuana Investigation Team. Investigations which

involve large amounts, interstate commerce of narcotics or criminal involvement by persons with extensive criminal history are reported to DEA. All reports of marijuana related crimes are routed to the narcotic unit. FSO detectives gather this information onto a common computer server. Cases are assigned and investigated based on relative geographic location and investigative potential.

Along with the marijuana enforcement team, the entire narcotic enforcement team supplements personnel for eradication efforts. Because of the high number of grow locations and plant numbers that involve acres of land and thousands of plants, FSO has to utilize personnel from the VICE/INTEL Unit, Ag Unit, Air Support and Patrol to assist with the execution of search warrants, arrests and interviews of suspects, collection of evidence, eradication of marijuana and the transportation and destruction as well. This year all of FSO (SID and VICE) have been STABO certified to assist in mountainous eradications.

FSO also provides a helicopter with a pilot and flight crew capable of long line operations in the absence of CAMP support. When arrests are made, cases are forwarded to a Deputy District Attorney for prosecution. We continue to provide our expertise on marijuana growing/trafficking trends to the D.A.'s Office as well as assist them with the current yield studies and reasonable usage amounts to aid them with prosecutions. We have developed a good relationship with our D.A.'s Office and have had great success with the prosecution of illegal marijuana growers and traffickers in our County. We have also forwarded cases to Assistant US Attorneys when case details meet the criteria for Federal adoptions. In these instances, FSO maintains a good relationship and positive involvement with DEA during these investigations and eradications.

Through 2017 FSO detectives will continue to take samples from marijuana grow locations and ship them to NIDA Potency Monitoring Project. DCESP statistics and quarterly expenditure reports will continue to be submitted by FSO personnel.

C. Requirements for DEA Funding: denote amount of funding for each category requested by your agency to accomplish program goals.

Note: Final allocated funds will be determined by DEA/HQS and is based on the agency's abilities, effectiveness, and program objectives. All expenditures for equipment and supplies/materials will require prior approval by DEA Headquarters.

	<i>Operational Funds</i>		<i>Amount</i>
a.	Aircraft Expenses	\$	\$5,000.00
b.	Clothing & Protective Gear	\$	\$9,500.00
c.	Container/Space Rental	\$	
d.	Equipment ²	\$	\$1,500.00
e.	Miscellaneous Commercial Contracts	\$	\$2,500.00
f.	Overtime	\$	\$80,000.00
g.	Supplies/Materials ²	\$	\$3,000.00
h.	Training	\$	\$2,500.00
i.	Travel/Per Diem	\$	\$2,500.00
j.	Vehicle Rental	\$	
	Total:	\$	\$106,500.00

D. Audits: Grantees and sub-grantees are responsible for obtaining audits in accordance with the Single Audit Act of 1984 and federal agency implementing regulations. An independent auditor, in accordance with generally accepted government auditing standards covering financial and compliance audits, shall make the audits.

Date of agency's last audit: 6/30/2017
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III. Explain how your agency plans to coordinate with other Government Agencies (Program Participation and Resources Commitments):

A. U.S. Forest Service

FSO has a very strong working relationship with US Forest Service. Large portions of the Sierra National Forest and the Sequoia Kings National Forest are in Fresno County. There are TFO's assigned to both the CVMIT and DEA who assist us with our eradication efforts and we also assist them with theirs. Coordination between FSO and US Forest Service is maintained with open lines of communication on a consistent basis. Both agencies have shared personnel for investigations and eradications this year.

B. Bureau of Land Management

There is a limited amount of BLM land located in Fresno County, with the majority of it being on the West side of the County. Detectives spend a good deal of time with overflights of that area to locate

illegal marijuana grows. We have assisted and will continue to assist BLM with eradications of marijuana grows on BLM land.

C. National Guard

The National Guard continues to be an invaluable asset to the Fresno County Sheriff's Office. FSO has utilized air assets (RC-26) as well as ground personnel to locate and eradicate illegal marijuana grows. Helicopters are used during aerial observations early in the grow season and during the height of the season as well. Detectives utilize the intelligence branch of the Counter Drug Program. This year we have an intelligence analyst as well as three National Guard personnel from the Counter Drug Program assigned to our unit. They are a tremendous resource for us manpower wise and aid us with eradications throughout the year. The intelligence analyst assists us with gathering information from each grow location to be ran through the HIDTA Intelligence Center, which is staffed by National Guard Personnel. The Intelligence Center provides link charts and statistical data which aid our investigations.

D. Civil Air Patrol

The Civil Air Patrol has assisted the Fresno County Sheriff's Office in years past for radio communications relay and overflights. The Civil Air Patrol is not consistently used by FSO during marijuana operations due to the terrain and methods growers use in Fresno County. FSO did not use this service in 2017.

IV. Explain how your agency will support Statewide Intelligence Sharing:

A. Central repository or collection ability for eradication statistics.

FSO sends statistical information to the California Department of Justice Fusion Center in Sacramento and also to the National Guard Counter Drug Program. Locations and subjects involved in the illegal cultivation of marijuana are also entered into WSIN.

B. Intelligence and trends (cultivators, traffickers, distribution, etc.)

We continue to see evidence of large organizations involved in cultivation and transportation for sales of marijuana. Mexican DTO's still have a strong presence in Fresno County. Individuals involved in the illegal growing of marijuana continue to return to the same areas/locations and attempt to grow

marijuana. They continue to take advantage of the medical marijuana laws in the state of California to hide their illegal activities. Mexican DTO's continue to utilize public and private land to grow their marijuana and more frequently use medical marijuana as a guise for their illicit activities.

Southeast Asian growers use the medical marijuana laws to attempt to take advantage of the ambiguity of those laws. We continue to see marijuana grows on the valley floor as well as the foothill areas of Eastern Fresno County associated with Southeast Asian marijuana growers. A large portion of the parcels we intercept are coming from Southeast Asian persons in Fresno County being shipped out of state to Southeast Asian recipients. Many of the persons we contact and arrest in grow locations are not from Fresno County.

V. List equipment your Agency proposes to purchase this year with DCE/SP funds:

Note: DCE/SP funds are intended to be used to purchase supplies and equipment directly related to the program activities. Though equipment/supplies may be specifically itemized in the Operational Proposal, they are not automatically approved for purchase. LOA equipment purchases should not exceed 10% of its allocated funds. Any exemptions require DEA Headquarters approval. All expenditures for equipment and supplies/materials will require prior approval by DEA Headquarters.

VI. Training Requirements:

A. Name of Agency Training Coordinator:

Name:	James Minenna
Title:	Sergeant
Telephone No:	(559) 600-8017
Email Address:	james.minenna@fresnosheriff.org
Address Line 1:	2200 Fresno St.
Address Line 2:	
City:	Fresno
State:	Ca
Zip Code:	93721

B. Describe any training your agency intends to conduct this year to include cannabis detection and eradication schools for other Federal agencies, National Guard, and state/local officers.³

N/A

VII. Targeted Investigations:

A. Summary of law enforcement activities which your agency is conducting and/or plans to initiate during this year.

The Fresno County Sheriff's Office will continue to utilize all available resources and personnel to combat the illegal cultivation and trafficking of marijuana in Fresno County. We will continue to utilize air assets, FSO Air Support and National Guard RC-26, as much as possible to aid us in locating and identifying marijuana grows. We will utilize STABO for mountainous grows and to aid us in hauling out large marijuana grows in the foothill and mountain areas of Fresno County. Domestic Highway Enforcement and Parcel Interdiction Detectives will continue to investigate and seize marijuana being smuggled out of California and into other US states. Our contacts we developed through training opportunities have allowed us to conduct investigations with narcotics teams across the US. We have aided in the identification of marijuana traffickers in other states through our parcel interdiction which has resulted in the arrests of suspects and seizure of assets. We are training with our Counter Drug partners from the National Guard on open field movement, entry training as well as firearms training to aid us with familiarizing each other with tactics. We continue to utilize heavy equipment to aid us with large marijuana grows to expedite eradications and minimize the potential for injuries to our personnel

B. Summary of special or enforcement operations that your agency intends on conducting during the year.

The Fresno County Sheriff's Office will be continuing its efforts to investigate drug trafficking organizations. The 2019 year will be pivotal in that we maintain the build the pressure we have already put on growers and traffickers of marijuana in our county. We are already surpassing the amount of marijuana grow related search warrants from last year and anticipate surpassing the arrests and prosecution of marijuana growers as well. We will continue to utilize the county ordinance which has curbed the plant number scale of grows compared to years past. We have seen the grow sizes go from 20 acre grow locations with 20000 plant counts, down to 1 acre or back yard grow locations with 100-1000 plant counts. Keeping records of land owners who have been noticed of our county ordinance prohibiting the growing of marijuana in Fresno County and citing them when they have been found in violation again will continue to be a valuable tool to utilize.

The Counter Drug personnel from the National Guard (Intel Analyst and 3 guardsmen) will continue to play a key role in our eradication efforts as well as our investigative efforts.

We will continue to grow our parcel and highway interdiction team and case load and continue to work with allied agencies in Fresno County, throughout the state as well as across the US to identify, arrest and prosecute offenders.

VIII. National Environmental Policy Issues *(describe if applicable)*⁴:

The Fresno County Sheriff's Office will be focusing a great deal of investigative efforts to combat illegal marijuana grows on private, public, agricultural and forest lands. We will continue to investigate growers who use the medical marijuana laws as a guise to grow marijuana for profit. Investigations will be conducted through surveillance, interviews and other investigative tools to show that they are not operation within the protections afforded by the California Compassionate Use Act or the California Medical Marijuana Program.

By utilizing the county ordinance with state and federal laws, we believe our unit will be able to eradicate a higher number of grow locations and therefor gather more intelligence which will be shared with other agencies and result in more arrests and prosecutions.

Due to the length of the growing season, geographical size of our county and labor intensive man power resources, we will require many man-hours solely dedicated to identify marijuana growers and locations.

For assistance, please contact your State DEA DCE/SP Coordinator or DEA DCE/SP Regional Contractor.

 7/25/18
Signature and Date of Agency Official approving Annual Strategic Plan
(PLEASE SIGN IN BLUE INK)

Lieutenant Kevin Lolkus

Print Name and Title of Agency Official approving Annual Strategic Plan

FOOTNOTES:

¹ Web-based DEA Internet Capability Endeavor (DICE) and TFOs with Firebird access to the DEA Analysis and Response Tracking System (DARTS): Effective in 2012, all participants in the DCE/SP are required to use DICE or DARTS for reporting statistics (on each incident), submission or reportable intelligence, deconfliction, and for the sharing of information.

² None of the Asset Forfeiture Funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. These will include items justified as training aids if they are embossed, engraved, or printed with the agency or program logos. All expenditures for equipment and supplies/materials will require prior approval by DEA Headquarters.

³ Web-based DEA Internet Capability Endeavor (DICE) and TFOs with Firebird access to the DEA Analysis and Response Tracking System (DARTS): Effective in 2012, all participants in the DCE/SP are required to use DICE or DARTS for reporting statistics (on each incident), submission or reportable intelligence, deconfliction, and for the sharing of information.

⁴ The National Environmental Policy Act (NEPA) requires federal agencies to consider the potential effects on the human environment of major federal actions. Pursuant to NEPA, DEA has published regulations under which manual eradication is normally categorically excluded from further analysis, while herbicidal eradication normally requires preparation of an Environmental Assessment (EA). Any proposed use or funding of herbicides should be described in this section.