



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

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2020-14

This Letter of Agreement (LOA) is entered into between the **FRESNO COUNTY SHERIFF'S OFFICE (SF)**, 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 marijuana 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 illicit cannabis.
 - 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 the signed DEA monthly expenditure report with a copy of **THE AGENCY** general ledger electronically with the original mailed to the DCE/SP Regional Contractor. 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 and when overtime is claimed, the officer's name(s), date worked, hours worked, and rate of pay are REQUIRED. NOTE: Zero monthly expenditures are also required.
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 NINETY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$198,500.00)** for the period of October 1, 2019 to September 30, 2020, 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 EBM]**

All purchases of equipment, supplies and other resources must be requested in writing, through the respective DEA Division, to the Investigative Support Section (ODS).

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 EBM]** 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 EBM] All requests for purchases must be received in HQ/ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS 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. Payments by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. 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 will be documented on the September (FINAL) DCESP Monthly 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-20 (10/01/2019 through 09/30/2020)**).
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; 1) Electronic Funds Transfer Memorandum; 2) Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the 3) 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 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 11, 2020.

FRESNO COUNTY SHERIFF'S OFFICE (SF)

Printed Name & Signature: Ernest Buddy Mendes *Ernest Buddy Mendes* (Blue Ink Only)

Title: Chairman of the Board of Supervisors of the Count of Fresno Date: 3-24-2020

Agency, 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

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: Peter A. Vainauskas *Peter A. Vainauskas* (Blue Ink Only)
Assistant Special Agent in Charge
Special Agent in Charge – San Francisco Field Division Date: 4-14-2020

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:

2020/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.



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 sub-recipients 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:

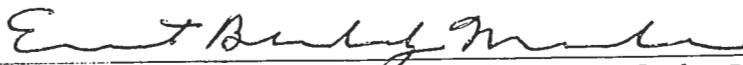
Fresno County Sheriff's Office
2200 Fresno Street, Fresno CA 93721

2. Application Number and/or Project Name

2020-14

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative


Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

6. Date

3-24-2020

(BLUE INK ONLY)

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

By Susan Bishop Deputy



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 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.

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Susan Bishop Deputy

Ernest Buddy Mendes
 Signature Ernest Buddy Mendes, Chairman of the Board of
 Supervisors of the County of Fresno
 Agency Name & LOA Number: **County of Fresno, LOA#2020-14**

3-24-2020
 Date

Fiscal Year

2020

Annual Strategic Plan

State/Local Agency Name: California/ Fresno County Sheriff's 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.

2019's Marijuana eradication efforts inside Fresno County were significantly - positively - impacted by increased funding from DCESP for this fiscal year. Our ability to conduct both close (mounted and foot-mobile) and aerial recon, interdiction, focused preventative efforts, and large scale eradications of major cultivation sites where the sheer size become manpower problematic, were significantly increased.

With the eradication of a counted 189,956 plants in 2019 compared to 2018 with 153,897 we met and surpassed our goals for 2019. These increases were due to several factors positively effecting our efforts: Our ability to leverage DCESP awards to increase our team's output and operate at a higher operational tempo than would otherwise be possible, including not only overtime and manpower, but rotor and fixed wing reconnaissance and heavy equipment rentals (costs offset by DCESP award if not directly reimbursed by DCESP) to allow more efficient eradication of larger, manpower intensive sites; Focused identification of larger and more organized grows and targeting them for eradication; Community outreach and encouraging the submission of allegations related to illegal cultivations through the media, social media, and direct contact.

The Fresno County Sheriff's Office has a zero tolerance for outdoor marijuana cultivation that does not *specifically conform* to current California law.

The Fresno County Sheriff's Office Special Investigations Task Force has detailed personnel plus 2 narcotics K-9's who regularly perform interdiction operations at our local (Major) Fed-Ex, UPS, and USPS shipping hubs. The results of these efforts have been the detection, seizure, and destruction of over 340 pounds of marijuana intended for out of state locations. This total is down from last year's 603 pounds seized due chiefly to an on the job injury to one of the persons (also a K-9 handler) assigned to this detail and the increased work load created by the larger marijuana cultivations within Fresno 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.)

2019 showed that California's stance on "legal" marijuana has significantly influenced

and incentivized the illegal cultivation of marijuana. Our team has noticed that cultivation sites are much larger, increasingly more organized and more often guarded by armed persons living in the grow.

Recent history shows the majority of illegal cultivations were smaller, located in very rural or eastern foothill areas (e.g. Squaw Valley and Miramonte communities of Fresno County) or on the valley floor usually disguised with legitimate "cover crops" such as Bitter Melon, Tomatoes, or Corn. In 2019 the trend towards larger grows on the valley floor or in the western foothills of Fresno County (e.g. Avenel and Coalinga communities) and lacking a "cover crop" are on the rise. The cultivations on the west side of Fresno County are more difficult to spot without increased assistance from aerial assets as they are extremely remote, generally surrounded by farmland, or manmade structures built specifically to resist detection from vehicle and foot-mobile reconnaissance.

The transition from public to private land cultivation sites is also continuing. Because of our cooperation with local Federal Agencies such as the Forest Service in public land eradication we can deduce that public land sites are on the decrease in favor of more nutrient rich agricultural lands and more accessible foothill, private land, sites.

The organization and complexity of the cultivations and those being overseen by Mexican DTO's has increased. Interviews of suspects and growers located within these cultivations shows that a large number of persons are being contacted while in Mexico by a representative of the controlling Mexican DTO - many times because they are already in good standing with that Mexican DTO for cultivating marijuana south of the border. DTO's arrange for illegal passage across the southern border, transportation to the particular area they've pre-scouted for said cultivation, and funds and logistics to improve and occupy the cultivation site. Payment arrangements are generally that the grower will be paid after re-entering Mexico after harvest.

The presence of illegal pesticides (e.g. Carbofuran) has increased substantially in the past few years and 2019 was no different. Multiple instances of illegal cultivations showing recent application of Carbofuran and the location of unknown substances inside painted water bottles have been noted. As well, our team located several bottles marked as Carbofuran which looked like they had been imported from Mexico and in some cases China. Booby traps have rarely been encountered but, as mentioned above, the presence of firearms is on the increase.

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

Public Lands	10%	Private Lands	90%
Indoor Grows	15%	Outdoor Cultivation	85%

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.

Our team has agency aircraft, both rotor and fixed wing, at our disposal, but at a cost to the department. Our collaboration with California National Guard Counter Drug assets embedded within our team and office has afforded the opportunity for larger rotor wing reconnaissance with an increase in flight time and loiter ability over probable areas of interest.

Manpower comes from within our team which is sometimes supplemented by departmental personnel (e.g. Patrol) on an as needed and as available basis.

Our funding is limited to department funding, DCESP funding, and some funding from US Forest Service for activity on public lands.

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

We regularly use rotor and fixed wing platforms for recon and eradication efforts (i.e. sling loading from steep country). We employ social media, print and television media, and other avenues to request and receive information on illegal cultivations from the public. We have paid informants and other human assets we use for intelligence and detection of cultivation sites.

Positive collaboration with our local DA's Office allows us positive prosecutions along with asset forfeiture for targets we identify and arrest. Many of our investigations focus on follow on efforts such as asset forfeiture so that we dis-incentivize the financial benefits of these crimes.

Collaboration with state and federal tax agencies have proven beneficial in not only the detection of but also the prosecution of money structuring, laundering and tax evasion; this is especially important for investigations related to illegal marijuana dispensary operations.

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

Name:	Isidro Ruelas
Title:	Detective
Telephone No:	559-753-1986
Email Address:	isidro.ruelas@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.

1. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.

The Fresno County Sheriff's Office Special Investigation Task Force employs a full time person to collect and report data related to illegal marijuana cultivations

2. Investigate and report instances involving the trafficking in controlled substances.

The Special Investigation Task Force (SITF) continues to be the primary investigations tool towards these ends. Fresno County Sheriff's Office leadership is committed to the continued anti-marijuana efforts within our county. SITF's dedicated marijuana enforcement team has established and continues to expand investigative efforts to include all phases - cultivation, distribution, sales, and consumption - of the illegal marijuana trade.

3. Provide law enforcement personnel for the eradication of illicit cannabis located within AOR.

SITF regularly assists both federal and local law enforcement in counter drug/ counter marijuana efforts. Participation in Federal efforts such as Operation Forest Watch, with the local and statewide Forest Service teams, State CAMP anti-marijuana teams, and local law enforcement entities (e.g. Clovis, Selma, Parlier, Reedley, Fresno, and other police departments) is a priority for SITF/ MET Team.

4. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.

Local DA collaborations - as stated - are strong and producing a number of successful prosecutions and seizures after the fact. Through thorough investigations using Confidential Informants, Undercover Officers, and leveraging technology against trafficking DTO's we are providing solid cases worthy of prosecution to our local DA.

Additionally, recent collaboration with Federal ATF resources has allowed for federal prosecutions for firearms related crimes in some cases for persons found on site in possession of illegal firearms and/or ammunition.

5. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

The Fresno County Sheriff's Office has its own Crime Lab organic to the organization.

6. Submit to DEA quarterly expenditure reports.

for the past two years and I expect to continue that participation in 2020 if required.

B. Bureau of Land Management

Our office has participated and spearheaded investigation related to the concerns of BLM, in particular on the west side of our county (e.g. foothill areas surrounding Coalinga and New Idra). These investigation are on an as needed basis with no future requirement or commitment for 2020.

C. National Guard

Our office currently houses 4 members of California National Guard's Counter Drug effort. We have leveraged this relationship towards increased manpower (at no cost to our agency) available in our counter narcotics and in particular counter marijuana operations. This relationship has increased our ability to be proactive and to increase our operational tempo in relation to counter marijuana efforts.

D. Civil Air Patrol

Our local Civil Air Patrol is not currently involved in our counter drug efforts.

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

A. Central repository or collection ability for eradication statistics.

Continued Participation in WSIN and EPIC as well as TFO activities with SARTAC

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

Continued Participation in WSIN and EPIC as well as TFO activities with SARTAC

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 Coordinator or Headquarters depending whether cost exceeds \$2500.

- Uniforms/ Footwear/ Protective Clothing
- Full face respiration and protective clothing for indoor/outdoor cultivation sites where dangerous chemicals and/or mold issues may be present.
- Trail Cameras/ Remote Cameras/ Cellular connected Cameras for monitoring of covert grow sites and personnel identification, arrest, and prosecutions.
- Thermal detection equipment
- Replacement Dump Trailer for the transportation of confiscated marijuana to a destruction site
- Eradication tools (Saws, long handled sheers, machetes, etc)
- Harnesses, nets, ropes and other necessary equipment for the aerial removal of eradicated marijuana from the cultivation site to a collection point for destruction

VI. Training Requirements:

A. Name of Agency Training Coordinator:

Name:	Edward Essegian
Title:	Sergeant
Telephone No:	559-287-3656
Email Address:	edward.essegian@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

- STABO operations related to our local efforts and those of California's CAMP program
- Continuing education on the current state of marijuana laws federally and inside California.
- California Narcotics Association Conference and Training
- Local and Statewide training events focusing on indoor grow safety
- Local and Statewide training events focusing on targeted interdiction of shipping and public highways with a focus on controlled substances

VII. Targeted Investigations:

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

Participated in Operation Forest Watch, CAMP, and conducted hundreds of targeted investigations related to the illegal cultivation of marijuana. Conducted undercover operations to identify, arrest and prosecute marijuana trackers. We successfully eradicated 189,956 plants in the years 2019 and targeted major shipping hubs for interdiction which produced and number of seizures of illegally shipped marijuana (out of state bound).

Fresno County Sheriff's Office Business Office provides quarterly expenditure reports.

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 Coordinator or Headquarters depending whether cost exceeds \$2500.

	<i>Operational Funds</i>		<i>Amount</i>
a.	Aircraft Expenses	\$	\$20,000.00
b.	Clothing & Protective Gear	\$	\$10,000.00
c.	Container/Space Rental	\$	\$1,000.00
d.	Equipment ²	\$	\$10,000.00
e.	Miscellaneous Commercial Contracts	\$	\$10,000.00
f.	Overtime	\$	\$130,000.00
g.	Supplies/Materials ²	\$	\$2,500.00
h.	Training	\$	\$6,000.00
i.	Travel/Per Diem	\$	\$6,000.00
j.	Vehicle Rental	\$	\$3,000.00
	Total:	\$	\$198,500.00

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: 6/30/2018

III. Explain how your agency plans to coordinate with other Government Agencies (Program Participation and Resources Commitments):

A. U.S. Forest Service

Each year, 2019 being no different, SITF cooperates with local and statewide US Forest Service offices to combat illegal marijuana cultivations on public lands. In turn those offices regularly provide assistance in areas that are private but within a certain boundary related to the forest lands they patrol. We have participated in Operation Forest Watch

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

Our team conducted hundreds of hours of covert surveillance to detect and gather intelligence on marijuana cultivators, traffickers and dispensaries.

Currently we are initiating an investigation into a suspected dispensary and a major trafficker on illegal marijuana in a neighboring county related to recent eradications in Fresno County.

SITF is in the process of conducting undercover operations specific to marijuana, cocaine and firearms trafficking.

SITF continues to pursue full time highway interdiction of Fresno County highways and roadways in pursuit of DTO tracking of marijuana and other controlled substances.

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

I don't believe this is applicable to our operations.

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

 10/15/19
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 of 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 of 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 of funding or herbicides should be described in this section.

FOR ACCOUNTING USE ONLY:

ORG: 31116311

Account: 4380

Fund: 0001

Subclass: 10000