



COUNTY OF SAN MATEO SHERIFF'S OFFICE

Interdepartmental Correspondence

Date: June 14, 2001

Hearing Date: July 3, 2001

TO: Honorable Board of Supervisors

FROM: Don Horsley, Sheriff

SUBJECT: **2001 Domestic Cannabis Eradication / Suppression Program Grant**

Recommendation

Adopt a Resolution authorizing the Sheriff to sign an Agreement with the United States Department of Justice, Drug Enforcement Administration (DEA), accepting \$20,000 in DEA funds to defray costs relating to the eradication and suppression of illicit marijuana in San Mateo County for 2001.

Background

In November 2000, the Commander of the San Mateo County Narcotics Task Force (SMCNTF), in conjunction with the San Mateo County Sheriff's Office, submitted a grant proposal to the United States Department of Justice, Drug Enforcement Administration (DEA), for funding to supplement its efforts in illegal marijuana detection and eradication. The grant was initially approved by the DEA - San Francisco Field Office and subsequently submitted to the DEA Headquarters located in Washington D.C. for final approval. On April 24, 2001, the DEA awarded \$20,000 to the Sheriff's Office for calendar year 2001.

Discussion

The Sheriff's Office does not have a separate unit to investigate marijuana and other drug violations, and relies solely on the efforts of the San Mateo County Narcotics Task Force (SMCNTF), in which the Sheriff's Office is a primary participant.

During the past three years, the SMCNTF has experienced a significant increase in the number of both indoor and outdoor illegal marijuana gardens. Post seizure analysis has revealed that marijuana recovered in Northern California has THC (delta-9 tetrahydroannabinol) levels in excess of 15%, compared to the 3-5% recorded in the late

1960's and 1970's. This is attributed in part to the increased sophistication employed by marijuana growers and the use of indoor growing techniques to produce high quality marijuana several times a year. Higher THC levels present serious health and developmental problems for our youth, increases absenteeism, on-the-job injuries and lower productivity in the workplace. It is estimated that marijuana is the number one drug abused by our youth in San Mateo County.

The vast majority of the outdoor marijuana grow sites have been located on public/private property unbeknownst to the owners. For example, in August 1999, law enforcement officers in San Benito County located approximately 48,000 marijuana plants on Federal Bureau of Land Management property in the Southern portion of San Benito County. Officers' later arrested (5) five armed suspects who were tending the gardens along the San Benito Mountain Range.

Due to the increased demand for marijuana in the San Francisco Bay Area, dealers and traffickers are going to great lengths to protect their investment. The sparsely populated areas west of Interstate 280 provides an excellent environment for marijuana growers to conceal grow sites and evade law enforcement detection. For example, in September 2000, Special Agents from the SMCNTF seized approximately 11,000 marijuana plants from gardens located in the Crystal Springs Watershed property, on lands owned by the City and County of San Francisco. This was the largest seizure of marijuana in San Mateo County history.

In recent years, the SMCNTF has concentrated its efforts on combating other illegal drugs such as heroin, methamphetamine, and cocaine. Because of these and other priorities, SMCNTF has not had the ability to adequately address the marijuana problem in San Mateo County. During the last two years, SMCNTF seized 17,670 marijuana plants compared to 3,046 during the past five years. These figures strongly indicate an increase in marijuana cultivation in San Mateo County.

The SMCNTF is very cognizant of the environmental issues associated with marijuana eradication and will make all attempts to return outdoor cultivation sites to their pristine natural state. For example, in February 2001, the SMCNTF, California National Guard, and the San Francisco Water Department conducted a site restoration of the marijuana gardens eradicated in September 2000. The project resulted in the removal of several hundred pounds of debris left behind by the growers. In addition, all Special Agents of the SMCNTF have been trained on the law pertaining to medical marijuana usage and will conduct their investigations in accordance with the provisions of Proposition 215.

It should be noted that the illegal, undocumented, large scale cultivation addressed under the DEA grant is prohibited under Proposition 215, which pertains to small scale, personal marijuana use for individuals suffering from specific conditions under a physician's care and supervision.

County Counsel

County Counsel has reviewed and approved this Resolution and Agreement.

Fiscal Impact

The \$20,000 in funding will be received by the County Controller's Office via electronic wire transfer. The funding will then be deposited into the newly created "DEA-Marijuana Grant" Org #30124, which is managed by the Commander of the SMCNTF and overseen by the Director of Finance of the Sheriff's Office.

The funding will be used to support the purchase of expendable/indispensable equipment; overtime for marijuana investigations/demand reduction; agent training; and SMCNTF aircraft expenses. Since the SMCNTF does not have a separate budget for marijuana eradication, investigations and demand reduction, the funding will be used to supplement already proven enforcement tactics and programs. There is no Net County cost as a result of this action.

Resolution No. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING THE SHERIFF TO SIGN AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), ACCEPTING \$20,000 IN DEA FUNDS TO DEFRAY COSTS RELATING TO THE ERADICATION AND SUPPRESSION OF ILLICIT MARIJUANA IN SAN MATEO COUNTY FOR 2001.

RESOLVED, by the Board of Supervisors, County of San Mateo, State of California, that:

WHEREAS, the San Mateo County Narcotics Task Force is the recipient of \$20,000 from the 2001 Domestic Cannabis Eradication/Suppression Program Grant awarded by the United States Department of Justice, Drug Enforcement Administration; and

WHEREAS, the San Mateo County Narcotics Task Force will utilize said funding to defray costs relating to the eradication and suppression of illicit marijuana in San Mateo County; and

NOW, THEREFORE, BE IT RESOLVED THAT: the President of this Board of Supervisors be, and is hereby authorized the Sheriff of San Mateo County to execute the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board of Supervisors shall be presented with a form of said Agreement, once fully executed.

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U. S. Department of Justice
Drug Enforcement Administration

Agreement Number: **2001-30**

AGREEMENT

This agreement is entered between the **SAN MATEO COUNTY SHERIFF'S DEPARTMENT** hereinafter referred to as the **SMCS** and the **DRUG ENFORCEMENT ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF JUSTICE**, hereinafter referred to as **DEA**, with a reference to the following:

There is evidence that trafficking in controlled substances exists and that such illegal activity 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 in the investigation and prosecution of cases before the courts of the United States and the courts of the State of **CALIFORNIA** involving controlled substances. The DEA, pursuant to the authority of 21 USC 873, proposes to provide certain necessary funds and the **SMCS** is desirous of securing funds.

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

1. The **SMCS**, will, with its own law enforcement personnel and employees, as hereinafter perform specified, performed the activities and duties described below:
 - A. Gather and report intelligence data relating to the illicit possession and distribution of marijuana.
 - B. Investigate and report instances involving the trafficking in controlled substances.
 - C. Provide staffing of law enforcement personnel for the eradication of illicit marijuana located within the State of **CALIFORNIA**.
 - D. Arrest and bring to prosecution defendants charged with violation of the controlled substance laws.
 - E. Send required samples of eradicated marijuana to the NIDA marijuana Potency Monitoring Program.

It is understood and agreed by the parties to this agreement that the activities described in Sub-paragraphs A, B, C, D, and E above shall be provided with the existing personnel and that the scope of the **SMCS** program with respect to those activities by such personnel, shall be solely at the **SMCS** discretion, subject to appropriate limitations contained in the budget adopted by the **SMCS**.

2. DEA will pay to the **SMCS** the amount of **TWENTY THOUSAND DOLLARS (\$20,000)** for the period of JANUARY 1, 2001 TO DECEMBER 31, 2001 to defray the cost relating to the eradication and suppression of illicit marijuana. It is explicitly understood and agreed that Federal funds provided to the **SMCS** under this agreement may not be used to defray costs relating to herbicidal eradication of marijuana without the advance written consent of DEA.

The expenses shall include payment of deputies'/officers' overtime, salary and overtime of reserve officers during the period of time they are engaged in the eradication process, and per diem as appropriate, as well as other direct costs such as purchases of expendable equipment, rental of equipment and vehicles, and fuel for vehicles and aircraft and minor repairs and maintenance necessitated by their use. These funds shall not be used for the purchase of non-expendable equipment defined as property having a useful life of more than one year and all purchases with an acquisition cost of \$600 or more per unit or an aggregate cost of \$5,000 must have verbal approval from the DEA DCE/SP Coordinator. In the event DEA approves the purchase of non-expendable equipment that costs \$5,000 or more per unit for the use by the **SMCS** personnel pursuant to this Agreement, DEA may elect to claim DEA ownership of this equipment at the end of the period of this Agreement, or DEA may at its discretion, allow the **SMCS** to retain ownership of the equipment for its future use in accordance with applicable federal rules and regulations.

Payment by DEA to the **SMCS** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by the **SMCS** of a Standard Form SF-270, Request for Advance or Reimbursement, and receipt of same by DEA. However, no funds will be paid by DEA to a state/county agency under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to this state/county agency during the periods of previous Agreements for this same purpose. These expenditures will be reported on a Standard Form SF-269, Financial Status Report, or equivalent document.

3. Employees of the **SMCS** shall at no time be considered employees of the United States Government or the Drug Enforcement Administration for any purpose, nor will this Agreement establish an agency relationship between the **SMCS** and the Drug Enforcement Administration.

4. The **SMCS** 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 accounting principle and in accordance with State laws and procedures for expending and accounting for its own funds. The **SMCS** 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.

5. The **SMCS** shall permit and have available for examination and auditing by DEA, the United States, Department of Justice or the Comptroller General of the United States, or any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. In addition, the **SMCS** will maintain all such foregoing reports and records until all audits and examinations are completed and

resolved, or for a period of three (3) years after termination of this Agreement, whichever sooner.

6. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is (1/2001) to (12/2001). The audit report must be submitted no later than (1/03) and each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. Subsequent audits must be submitted no later than thirteen (13) months after the close of the recipient organization's audited fiscal year. The submission of the audit report shall be as follows:

When the Department of Justice (DOJ) is the cognizant agency, an original and one copy of the audit report shall be sent to:

DOJ Regional Inspector General for Audit
San Francisco Regional Audit Office
525 Market Street, Suite 3522
San Francisco, California 94105
415-974-0993

A copy of your audit transmittal letter addressed to the Regional Inspector General, shall be sent to:

Audit Services
Office of the Controller
Office of Justice Programs
633 Indiana Avenue, NW, Room 942
Washington, D.C. 20531

When DOJ is not the cognizant agency, an original and one copy of the audit report shall be sent to the cognizant agency:

Also, a copy of the audit report shall be sent:

DOJ Regional Inspector General for Audit
San Francisco Regional Audit Office
525 Market Street, Suite 3522
San Francisco, California 94105
415-974-0993

A copy of your audit transmittal letter addressed to the Regional Inspector General, shall be sent to:

Audit Services
Office of the Controller
Office of Justice Programs
633 Indiana Avenue, NW, Room 942
Washington, D.C. 20531

The recipient agrees to submit their corrective action plan with the audit report to the DOJ Regional Inspector General for Audit, when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.

A Department of Justice Order requires the Office of Justice Programs (OJP) to maintain a data base of all grants made by DOJ components. DOJ Order 2900.8A (June 20, 1990) copy attached). To implement this requirement, OJP requires all DOJ components to submit to it a completed form, "Grantee Information for Access, a copy of which is attached, for completion by the recipient.

The recipient acknowledges 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 recipient to payment by reimbursement on a case basis.

7. Executive Order 12549

The participant agrees that an authorized officer or employee will execute and return to the DEA State and Local Programs Section, Washington, D.C. 20537, the attached OJP Form 4061/3, "Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug Free Workplace Requirements." The participant acknowledges that this agreement will not take effect and that no Federal funds will be awarded by DEA until the completed certification is received.

8. Disclosure of Federal Participation

In compliance with Section 623 of Public Law 102-141, the recipient agrees that no amount of this Award shall be used to finance the acquisition of goods or services (including construction services) for the Project unless the recipient:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) 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 a procurement for goods or services (including construction services) that have an aggregate value of \$500,000 or more.

9. It is further covenant and agreed that the **SMCS** will hold the DEA, its agents and employees and the United States Government harmless from any and all claims, demands, suits, liabilities and cases of action, of whatever kind and designation, and where-ever located in the State of **CALIFORNIA**, resulting from the Domestic Cannabis Eradication/Suppression Program funded by DEA. The DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees while on duty and acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 USC Sections 1346(b), 2671, et seq.

10. The **SMCS** will comply with Title VI of the Civil Rights Act of 1954 and with section 504 of the Rehabilitation Act of 1973, as amended, and with all requirements imposed by or pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C, D, and G) issued to those Acts relating to discrimination on the grounds of race, color, creed, sex, age, national origin or handicap and to equal employment opportunities.

11. Within sixty (60) days after termination of the Agreement, the **SMCS** will prepare SF-269, Financial Status Report, itemizing the breakdown of final expenditures. This SF-269, along with a refund check for any unexpended funds which were advanced by DEA, pursuant to this Agreement will be returned to DEA.

12. Upon submission of the SF-269 to State and Local Programs Section (DOS) for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$5,000 and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

13. The duration of this Agreement shall be as specified in Paragraph 2. The terms of this Agreement may be terminated by either party for good cause shown by notice in writing given to the other party thirty (30) days prior thereof. 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 **SMCS** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by the **SMCS** during the terms of this Agreement. In no event shall the **SMCS** incur any new obligations during the period of notice of termination. The **SMCS** shall return to DEA all unexpended funds forthwith after the sixty- (60) days liquidated period.

THE SAN MATEO COUNTY SHERIFF'S DEPARTMENT

By: _____
Don Horsley

Title: Sheriff of San Mateo County

Date: _____

DRUG ENFORCEMENT ADMINISTRATION

By: _____
Special Agent in Charge

Date: _____

*DEA ACCOUNTING DATA: _____

DEA/FFS INPUT DATE: _____, BY: _____

*DIVISIONAL FISCAL CLERK MUST INPUT INTO DEA/FFS

TO BE FILLED OUT BY HEADQUARTERS:

APPROVAL FOR PAYMENT

This is to verify that all of the administrative determinations have been made, that the payment is legal, proper, correct and approved for payment.

Amount: _____
Obligation Doc No. _____
Line No. _____
Signature _____

Printed Name /Title

Date Approved
