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

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

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

- 1. The <u>DEA Enforcement Group 2 (Fresno)</u> will perform the activities and duties described below:
- a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
- 2. To accomplish the objectives of the <u>DEA Enforcement Group 2 (Fresno)</u>, the <u>Tulare County Sheriff's Office</u> agrees to detail <u>one</u> experienced officer to the <u>DEA Enforcement Group 2 (Fresno)</u> for a period of not less than two years. During this period of assignment, the one <u>Tulare County Sheriff's Office</u> officer will be under the direct supervision and control of DEA supervisory personnel assigned to the <u>DEA Enforcement Group 2 (Fresno)</u>.
- 3. The <u>Tulare County Sheriff's Office</u> officer assigned to the <u>DEA Enforcement Group 2</u> (<u>Fresno</u>) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4. The <u>Tulare County Sheriff's Office</u> officer assigned to the <u>DEA Enforcement Group 2</u> (<u>Fresno</u>) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
- 5. To accomplish the objectives of the <u>DEA Enforcement Group 2 (Fresno)</u>, DEA will assign nine (9) Special Agents to the <u>DEA Enforcement Group 2 (Fresno)</u>. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

- 6. The <u>TCSO</u> shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2020. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Tulare County Sheriff's Office during the term of this agreement.

For the Drug Enforcement Administration:	Date: 8-5-19
Name: Christopher D. Nielsen	
Title: Special Agent in Charge – San Francisco Field Di	ivision
For the Tulare County Sheriff's Office:	
SIGNATURE	Date:
PRINT NAME : Kuyler Crocker	
PRINT TITLE: Chairman, Tulare County Board of Sup	

APPROVED AS TO FORM:
COUNTY COUNSEL
BY CLA PL 8-27-19
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