U.S. DEPARTMENT OF JUSTICE		1. REQUISITION NO.			2. PURCHASE ORDER / CONTROL NO.		
DRUG ENFORCE	EMENT ADMINISTRATION	3 PAGE			4. DATE PREPARED		
REQ	UISITION FOR	1 0	r 1 pa	AGE 04-13-2015			
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FORM OR STOCK NO.	DESCRIPTION OF ARTICLES OF	R SERVICES	QUANTITY	UNIT	PRICE	AMOUNT	
(14)	(15)		(15)	(17)	(18)	(19)	
015-113	Funding for Oregon Depa	rtment of	1	lot	762,000.00	762,000.	
	Justice for 2015 DCE/SE						
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	bress, including ZIP Code) 21 SHIP VIA : FREIGHT	PARCEL POST			TOTAL	762,600.	



U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2015-113

This Letter of Agreement (LOA) is entered into between the **OREGON DEPARTMENT OF JUSTICE**, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the State of Oregon. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Oregon. 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.

(b)(4),(b)(7)(E)		

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 SEVEN HUNDRED SIXTY TWO THOUSAND DOLLARS (\$762,000.00) for the period of JANUARY 1, 2015, to DECEMBER 31, 2015, to defray costs relating to the eradication and suppression of cannabis.

(b)(4),(b)(7)(E)		·
		-

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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

Letter of Agreement No. 2015-113	Page 3
use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I) I of title 28, United Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, traftiel, training, equipment, and other similar costs of State or local law enforcement officers the incurred in a joint law enforcement operation with a Federal law enforcement agency particip in the Fund;" [Agency Initial (b)(6)] [Agency Initial (b)(6)]	ivel, at are
All purchases of equipment, supplies and other resources must have approval from DEA.	
(b)(4),(b)(7)(E)	
Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, a 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 prologos. (b)(4),(b)(7)(E)	
(b)(4),(b)(7)(E)	
5. In compliance with Section 623 of Public Law 102-141, THE AGENCY agrees that no am of these funds shall be used to finance the acquisition of goods or services unless THE AGEN	
(a) Specifies in any announcement of the awarding of the contract for the procureme the goods and services involved the amount of Federal funds that will be used to the acquisition; and	
(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the cost of the planned acquisition.	total
(b)(4),(b)(7)(E)	

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(b)(4),(b)(7)(E)		

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 superseded at 78 Federal Register 78590-01 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and located in Title 2 of the Code of Federal Regulations. The OMB Circulars streamlined under the new guidance are still available on OMB's Web site at http://www.whitehouse.gov/omb/circulars_default/. 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), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimburseable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. DOJ Joint Law Enforcement Operations (JLEO) funds have been assigned a Catalog of Federal of Domestic Assistance (CFDA) number 16.111. Please note that this number must be used in all future A-133 audit submissions to report JLEO expenditures. Upon completion of the A-133 audit, the auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of THE AGENCY under the single audit requirement is 01/01/2015 through 12/31/2015.

- 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 three years after termination
of this Agreement or until after all audits and examinations are completed and resolved, whichever
is longer,

(b)(4),(b)(7)(E)	

- 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 Oregon 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.

(b)(4),(b)(7)(E)	
(b)(4),(b)(7)(E)	

19. 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. *THE AGENCY* shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.

20. 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.cgarding 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 D	UNS No. is	309790.	223	
THE AGENCY's opportuni Federal funds expires sixty of	ty to enter into the	nis Agreement with	ment issued on <u>Q</u>	eive the 3/20/2015
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THE OREGON DEPART		TICE		
1	(b)(6)			
Printed Name & Signature				e lnk Only)
Title: ASAC			Date: /	-15
Agency, please submit original Contractor.	nal signed LOA	& associated pape	erwork to your Di	EA Regional
DRUG ENFORCEMEN (b)	0)(6)			
Printed Name & Signature			(Rh	e Ink Only)
Special Agent in Charge			\Dia	<i>y y</i>
Seattle Field Division			Date: 4/	16/15

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:

(b)(4),(b)(7)(E)			
UFMS Input Date: <u>04 - 17 - 2015</u>	DNC No.	(b)(4),(b)(7)(E)	
DNO No. (b)(4),(b)(7)(E)	DDP No.		
Printed Name: (b)(6)	Signature:	(b)(6)	

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

			OMB APPROVI	AL MU.		PAGE	UF
				0348-00	4		PAGES
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		il. Type of	X ADVANCE	REIMBURSE-	lx o	CASH	
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3. FEDERAL SPONSORING		SANIZATIONAL ELEMENT		RANT OR OTHER			PAYMENT REQUEST
DRUG ENFORCE	-	INISTRATION	BY FEDERA 2015-1	IGNUMBERASSI LAGENCY 13	GNED	NUMBER	FOR THIS REQUEST
6. EMPLOYER IDENTIFICA		NT SACCOUNT NUMBER	8.	PERIOD COVE	ERED BY THIS REQ	<u>l</u> UEST	
NUMBER (b)(4),(b)(7)(E)		TIFYING NUMBER	FROM (MM-DI	,	410410045	TO (MM-DD	'
	N/A				1/01/2015	j	12/31/2015
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and outon.	lawthorne A #120	venue SE	Number and Street:				
City State Saler and ZIP Code:	m, OR 9730)1	City, State and ZIP Cod	e :			
11.	COMPUTATIO	N OF AMOUNT OF	REIMBURS	SEMENTS/A	OVANCES REQU	JESTED	
		(a)	(b)		(c)		
PROGRAMS/FUNCTIONS//	ACTIVITIES 🗩	Original Letter of Agreement					TOTAL
a Total program outlays to date	(As of date)	\$ 762,000.0	0				\$ 762,000.00
b. Less: Cumulative program	n income						0.00
c. Net program outlays (Line	e a minus	\$ 762,000.0	0	0.00		0.00	\$ 762,000.00
d. Estimated nel cash outlay period	s for advance					-	0.00
n. Total (Sum of lines c & d)	 	\$ 762,000.0	o	0.00	0.0	00	\$ 762,000.00
f. Non-Federal share of amou	ent on line e						0.00
g. Federal share of amount o	n ine s	\$ 762,000.0	0				\$ 762,000.00
h. Federal payments previous	sly requested						0.00
i. Federal share now requests minus line h)		\$ 762,000.0	0				\$ 762,000.00
Advances required by month, when requested	1st menth	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		0.00			
by Federal grantor agency for use in	2nd month						0.00
maling prescheduled advances	3rd month						0.00
12.		ALTERNATE COM	PUTATION	FOR ADVA	NCES ONLY	1	
	tlays that will be mad	e during period covered by the				\$	
b. Less: Estimated belance of	of Federal cash on ha	nd as of beginning of advance	period				
c. Amount requested (Line)	a minus âne b)					\$	0.00
AUTHORIZED FOR LOCAL I	REPRODUCTION	(Continu	ued on Revers	e)		D FORM 270 by OMB Circu	Rev. 7-97) itare A-102 and A-110

LOA NUMBER : 2015-113

13.	(b)(6)	CERTIFICATION	<u> </u>
I cartify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	s (D)(O)	ED CERTIFYING OF FICIAL (BLUE INK ONLY) AND TITLE ASAC	DATE REQUEST SUBMITTED 4-7-15 TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 503-934-(b)(6)
This space for agency use			

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate of any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Raduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

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Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

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Entry

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 601-13)	4/6/2015
То	From
All Domestic Cannabis Eradication/Suppl Program (DCE/SP) Participating Agencie	
electronic transfer. Funds will be transfer account. In order to process electronic tra	ation/Suppression Program (DCE/SP) is only available by ed directly into the Letter of Agreement (LOA) agency's bank asfers, the following information must be provided below: (a)(4),(b)(7)(E)
Agency Name on Bank Account:	σχ + ₃ ,(σ)(1 χ, ε)
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	(b)(4),(b)(6),(b)(7)(E)
Telephone Number of Bank/Financial Inst	
Contact Person of Bank/Financial Instituti	on:
Bank/Financial Institution ABA Number:	
State-Local Agency Name / LOA Number	Oregon Department of Justice / 2015-113
(b)(6)	
ASAC	
ntative (Name	
ncy Represent	(BLUE INK ONLY) Ative (BLUE INK ONLY) Date
,,	- 4



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 (Nonpro-curement) 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, 810.7 the 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	Checkif 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.
any employee who is so convicted-	Checkif the State has elected to complete OJP Form 4061/7.
(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	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)
(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;	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—
(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).	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. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	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
code)	
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:	
Oregon Department of Justice 610 Hawthorne Avenue SE; Suite 210 Salem, OR 97301	
2. Application Number and/or Project Name	3. Grantee IRS/Vendor Number
2015-113 (b)(6)	(b)(4),(b)(7)(E)
J. Typed Name and Title of Authorized	
ASAC	4-7-15
. Signature	6. Date
	(BLUE INK ONLY)
P FORM 4061/6 REPLACES DIP FORMS 41/61/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE	*11 S. Government Printing Office 1996 - 405-037/40



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

- It possesses legal authority to apply for the grant; that a resolution, motion or 10, 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 containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.
- 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.
- 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. (S 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.
- 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 13, 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
- 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 usein 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" 15 includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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 histed 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.

- It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title 1 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.
- 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, Intergove-numental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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.

(b)(6)		

(BLUE INK ONLY)

4/-7-15 Date

LOA NUMBER - 2015-113

OF FORM 10003, ATTACEMENT TO SE 424

	MENT OF JUSTICE	1. REQUISITION			2. PURCHASE ORDER /	SOM INUL NO.
	ENT ADMINISTRATION	3 8405				
REQUIS	SITION FOR	3. PAGE 1	of 1 e	\GE	4. DATE PREPARED 04-13-2015	
EQUIPMENT, SUF	PPLIES, OR SERVICES	5. FOR INFORMA	TION CALL /Name		ode, and extension)	
(lo	(b)(6)	SA (b)(6)			CE/SP Coordi	nator
6 TO (Name anglecation)			tioning point - name	and location	٥)	
(b)(6)		(b)(6)				
Administr(b)(6)		Special	Support 0	Jnit S	:-11	
Seattle F						
8 RECOMMENDED SOURCE:	_	9. REQUIRED DE	LIVERY DATE			
Washington State Patro c/o DEA 300 5th Burn Sto 1300	ol ; Seattle, WA;98104-2398	10. FEDERAL SUF	PALY CONTRACT	2-3)- 10. (Il know	2015	
(b)(4),(b)(7)(E)	, Seattle, wa; 30104-2336	(b)(6)			7,0	E/15-
						7 ()
FORM OR STOCK NO.	DESCRIPTION OF ARTICLES OF	SERVICES	QUANTITY	1	PRICE	AMOUNT
(14)	(15)	<u> </u>	(16)	(17)	(18) 950,000.00	(1 9) 950,000.0
2015-126 (b)(4),(b)(7)(E)	Funding for Washington Patrol for 2015 DCE/SP Letter of Agreement #20	Program	1	lot	950,000.00	950,000,0
						0.0
	JUSTIFICATION: Request funding pursuant to Let Agreement approved by D	ter of				0.0
	Headquarters. Copy of attached.					o. 0.
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TIN: 91-6001127						0 00
DUNS: 808883854	DCE/SP funding					0,00
20. DELIVER TO (Give complete address	— · · ·	PARCEI				<u>.</u>
SA (b)(6) 300 5th Ave; Suite 130 Seattle, WA 98104-239	OT MAIL COT	PARCEL POST HER (Specify in rema	EXPRESS		TOTAL	950,000.00
	<u> </u>					



U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2015-126

This Letter of Agreement (LOA) is entered into between the WASHINGTON STATE PATROL, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Washington*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Washington*. 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.

(a)	(4),(D)(7)(E)				

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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 NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00) for the period of JANUARY 1, 2015, to DECEMBER 31,						
015, to defray costs relating to the eradication and suppression of cannabis.						
b)(4),(b)(7)(E)						

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 cannabis cradication 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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 con	travention of the CSA.	Under Section	524 (c) (1) (I)	1 of title 28, United States
				vertime salaries, travel,
				rcement officers that are
incurred in a joint lav	v enforcement operatio	na with a Federa		ent agency participatiing
in the Fund;"	[Agency Initial (b)(6)	· 🗀		

An purchases of equipment,	subbues sun order resor	urces must have approva	u irom DEA.
(b)(4),(b)(7)(E)			

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. (b)(4),(b)(7)(E)

(b)(4),(b)(7)(E)

- 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.

(b)(4),(b)(7)(E)		

(b)(4),(b)(7)(E)		

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 superseded at 78 Federal Register 78590-01 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and located in Title 2 of the Code of Federal Regulations. The OMB Circulars streamlined under the new guidance are still available on OMB's Web site at http://www.whitehouse.gov/omb/circulars_default/. 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), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimburseable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. DOJ Joint Law Enforcement Operations (JLEO) funds have been assigned a Catalog of Federal of Domestic Assistance (CFDA) number 16.111. Please note that this number must be used in all future A-133 audit submissions to report JLEO expenditures. Upon completion of the A-133 audit, the auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of THE AGENCY under the single audit requirement is 01/01/2015 through 12/31/2015.

- 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 three years after termination	n
of this Agreement or until after all audits and examinations are completed and resolved, whichever	
is longer.	

(b)(4),(b)(7)(E)			

- 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 Washington 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.

(b)(4),(b)(7)(E)			

19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.

20. 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	
THE AGENCY's opportunity to enter into this Agreement wire Federal funds expires sixty days from date of issuance. Agree	th DEA and to receive the ement issued on <u>03/20/2015</u>
THE WASHINGTON STATE PATROL	
Printed Name & Signature:	(Blue lnk Only)
Title: Deputy Chief	Date: 5-3-15
Agency, please submit original signed LOA & associated pap Contractor.	verwork to your DEA Regional
DRUG ENFORCEMENT ADMINISTRATION (b)(6)	
Printed Name & Signatu	Blue Ink Only)
A Special Agent in Charge	11.01.
Seattle Field Division	1/16/15

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:

(b)(4),(b)(7)(E)		_
UFMS Input Date: <u>04-17-2016</u> DNO No. (b)(4),(b)(7)(E)	DNC No. (b)(4),(b)(7)(E) DDP No.	_
Printed Name: (b)(6)	Signature: (b)(6)	

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

			OMB APPROV	AL NO.		PAGE	⊘ F
				0348-00	4		PAGES
REQUE	REQUEST FOR ADVANCE OR REIMBURSEMENT (See instructions on back)		_	a. ✓ one or bot		2 BASIS	OF REQUEST
			TYPE OF PAYMENT			- IX CASH	
<u> </u>			REQUESTED	b. < the applic	able box PARTIAL		ACCRUAL
TO WHICH THIS REPORT DRUG ENFORCE	RTISSUBMITTED	INISTRATION					L PAYMENT REQUEST R FOR THIS REQUEST
8. EMPLOYER IDENTIFICA NUMBER			8.		RED BY THIS REQ		
o)(4),(b)(7)(E)	N/A		FROM (MM-D		1/01/2015	TO (MM-O	12/31/2015
9. RECIPIENT ORGANIZAT	ION	-	•	Vhere check is to b	sont # different than its	m 9)	
Name: Wast	nington State	e Patrol	Name:				
ario 30 801	I1th Avenue	T	Number and Street:				
	loor; Suite 4 Box 42602	.02					
City, State Olvm	pia, WA 98	3504-2347	City, State				
and ZIP Code:			City, State and ZIP Cod				
11.	COMPUTATI	ON OF AMOUNT OF I	.	SEMENTS/AL		JESTED	
ROGRAMS/FUNCTIONS/	activities 🗩	Original Letter of Agreement	(6)		(c)		TOTAL
a. Total program outlays to date	(As of date)	\$ 950,000.00				1	\$ 950,000.00
b. Lexi: Cumulative progran	n Income						0,00
c. Net program outlays (Lin	e a minus	\$ 950,000.00	5	0.00		0.00	\$ 950,000.00
d. Estimated net cash outley period	s for advence						0.00
e. Total (Sum of these & d,)	\$ 950,000.00	0	0.00	0.0	10	\$ 950,000.00
1. Non-Federal share of amor	int on line e						0.00
g. Federal share of amount o	ก เทอ 🔸	\$ 950,000.00	0				\$ 950,000.00
h. Federal payments previous	betreupen vis						0.00
i. Federal stere now request minus line h)		\$ 950,000.00					\$ 950,000.00
J. Advances required by month, when requested	1st month			0.00			
by Federal grantor egency for use in making prescheduled	2nd month						0.00
edvences	3rd month						0.00
12.		ALTERNATE COMP	PULATION	FOR ADVA	ICES ONLY	7	

(c)

(a)

c. Amount requested (Une a minus fine b)
AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

\$ 0.
STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

0.00

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and him not been previously requested.

GNATURE OR AUTHORIZED	CERTIFYING OF FICIAL		DATE REQUEST
(b)(6)			SUBMITTED
. / . /		(BLUE INK ONLY)	4-3-15
			TELEPHONE (AREA CODE, NUMBER AND EXTENSION)
(b)(6)	eputy Chief		(360) 596-(b)(6)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and competing and reviewing the collection of information. Send comments regarding the burden estimate of any other aspect of this collection of information, including suggestions for reducing this burden, to line Office of Management and Burden, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

ttem

Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal aponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

item

Entry

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of dats," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the lotal estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 601-13)	March 31, 2015
(DFN: 001-13)	
То	From
All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies	(b)(6) Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Eradication/Supelectronic transfer. Funds will be transferred direct account. In order to process electronic transfers, the [(b)(4),(b)(7)]	ly into the Letter of Agreement (LOA) agency's bank a following information must be provided below:
Agency Name on Bank Account:	
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	[(b)(4),(b)(6),(b)(7)(E)
Telephone Number of Bank/Financial Institution:	(0)(4),(0)(0),(0)(1)(0)
Contact Person of Bank/Financial Institution:	
Bank/Financial Institution ABA Number:	
State-Local Agency Name / LOA Number: Washin	ngton State Patrol / 2015-126
(b)(6) Deputy Chief	
(b)(6) Name & Title	UE INK ONLY) 3/31/2015
Signature of Fauthorized Agency Representative	Date



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 (Nonpro-curement) 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;					
(c) 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 7 th 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—	Checkif 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. Checkif the State has elected to complete OJP Form 4061/7.				
(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	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)				
(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	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				
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)					
code) Is the duly authorized representative of the applicant, I hereby certify Grantee Name and Address: Washington State Patrol					
s the duly authorized representative of the applicant, I hereby certificantee Name and Address: Nashington State Patrol O. Box 42602					
s the duly authorized representative of the applicant, I hereby certificantee Name and Address: Vashington State Patrol O. O. Box 42602 Olympia, WA 98504-2602	fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number				
s the duly authorized representative of the applicant, I hereby certify. Grantee Name and Address: Nashington State Patrol O. Box 42602 Dlympia, WA 98504-2602 Application Number and/or Project Name	fy that the applicant will comply with the above certifications.				
s the duly authorized representative of the applicant, I hereby certificantee Name and Address: Nashington State Patrol O. O. Box 42602 Dlympia, WA 98504-2602 Application Number and/or Project Name	fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number				
s the duly authorized representative of the applicant, I hereby certify. Grantee Name and Address: Nashington State Patrol O. Box 42602 Dlympia, WA 98504-2602 Application Number and/or Project Name	fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number				
s the duly authorized representative of the applicant, I hereby certify. Grantee Name and Address: Washington State Patrol O. Box 42602 Dlympia, WA 98504-2602 Application Number and/or Project Name 2015-126 Typed Name and Title of Authorized Representative (b)(6)	fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number				
s the duly authorized representative of the applicant, I hereby certify. Grantee Name and Address: Nashington State Patrol O. Dox 42602 Dlympia, WA 98504-2602 Application Number and/or Project Name 2015-126 Typed Name and Title of Authorized Representative (b)(6)	fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number				



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:

- It possesses legal authority to apply for the grant; that a resolution, motion or 10. similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling 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 toprovide such additional information may be required.
- 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.
- 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.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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.
- It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. 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)ist 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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.

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, Intergove-rumental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Ornnibus 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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.

1	(b)(6)		
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Sig			Date

LOA NUMBER - 2015-126

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U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2014-02

This Letter of Agreement (LOA) is entered into between the ALASKA STATE TROOPERS, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the State of Alaska. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Alaska. 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.

(b)(4),(b)(7)(E)		

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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 SEVENTY THOUSAND

DOLLARS (\$70,000.00) for the period of JANUARY 1, 2014, to DECEMBER 31, 2014, to defray costs relating to the eradication and suppression of cannabis.
(b)(4),(b)(7)(E)

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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 Initial [(b)(6)]]
All purchases of equipment, supplies and other resources must have approval from DEA. (b)(4),(b)(7)(E)
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 <i>THE AGENCY</i> or program logos. (b)(4),(b)(7)(E)
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.
(b)(4),(b)(7)(E)

(b)(4),(b)(7)(E)		

9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/01/2014 through 12/31/2014.

- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

(b)(4),(b)(7)(E)		

- 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 Alaska 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.

(b)(4),(b)(7)(E)		

- 19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. 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)

Contractor.

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
	THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on03/10/2014
	ALASKA STATE TROOPERS
	By: (b)(6)
	Title: CONTIMIANDER - PAK BUNKAU OF Date: 04/01/14 EINVESTIGATION
	Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
	DRUG ENFORCEMENT ADMINISTRATION (b)(6)
	By: Date: 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:
	(b)(4),(b)(7)(E)
	UFMS Input Date: 4-17-14
ONO	10 No. (b)(4),(b)(7)(E)
	Printed Name: (b)(6) Signature: (b)(6)
	Fiscal please submit original signed LO4 & associated paperwork to your DEA Regional

			OMB APPROV	AL NO.		PAGE	OF
		:		0348-00	4		PAGES
REQUES	T FOR ADV	ANCE		a one or both	boxes	2 BAS	S OF REQUEST
	MBURSEM		1. TYPE OF PAYMENT	X ADVANCE	REIMOURSE- MENT	Ιx	CASH
∕S ee	instructions on bac	5k)	REQUESTED	b. ✓ the applica	PARTIAL	_	ACCRUAL
3. FEDERAL SPONSORING TO WHICH THIS REPORT	TISSUBMITTED	-		SRANT OR OTHER			TIAL PAYMENT REQUEST IBER FOR THIS REQUEST
DRUG ENFORCE	MENT ADMI	INISTRATION	2014-0				
6. EMPLOYER IDENTIFICAT NUMBER		FT'S ACCOUNT NUMBER	8.		RED BY THIS REQ		
(b)(4),(b)(7)(E)	N/A	, ·····	FROM (MM-D	•	1/01/2014	10 (MIM	12/31/2014
9. RECIPIENT ORGANIZATIO	ON .	· · · · · · · · · · · · · · · · · · ·	10. PAYEE (V	Vhere check is to be	sant I different than its	m9)	· · · · · · · · · · · · · · · · · · ·
Neme: Alaska	State Troopers		Name:				
Number 5700 E and Street:	ast Tudor Rd.		Number and Street				
	rage, AK 99500		City, State				_
11.	COMPUTATIO	N OF AMOUNT OF	REIMBUR	SEMENTS/AL	OVANCES REQU	JESTE	D
		(a)	(6)		(c)		
PROGRAMS/FUNCTIONS/A	ACTIVITIES >	Original Letter of Agreement					TOTAL
e. Total program oullays to date	(As of date)	\$ 70,000.0	0				\$ 70,000.00
b. Less: Cumulative program	income						0.00
c. Net program outlays (Line and b)	e a minus	\$ 70,000.0	0	0.00		0.00	\$ 70,000.00
d. Estimated net cash outlays period	s for advence						0.00
e. Total (Sum of tines c & d)		\$ 70,000.0	00	0.00	0.0	00	\$ 70,000.00
f. Non-Federal share of amou	int on line a			'	l		0.00
g. Federal share of amount or	n line e	\$ 70,000.0	00				\$ 70,000.00
h. Federal payments provious	sly requested						0.00
i. Federal share now requests minus line h)	ed (Line g	\$ 70,000.0	00				\$ 70,000.00
Advances required by month, when requested	1st month			0.00			
by Federal grantor agency for use in making prescheduled	2nd month						0.00
advances	3rd manth						0.00
12.		ALTERNATE COM		FOR ADVA	NCES ONLY		
a. Estimated Federal cash ou							\$
b. Less: Estimated balance o		no as of Deginning of advance	е репод	•			\$ 0.00
c. Amount requested (Line)	a romas ana 🗗						4

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the pollection of information. Send comments regarding the burden estimate of any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONS ORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item

This space for agency use

Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function or

lte m

Entry

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advences and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 601-13)	March 10, 2014
1 (OEIGIN (DCC) OI) I GIGIOIPGIANE I IBONIOIO	Investigative Support Section Headquarters
Funding for the Domestic Cannabis Eradication/Suppression Proceeding of the Domestic Cannabis Eradication/Suppression Proceedings of the Lean account. In order to process electronic transfers, the following is (b)(4),(b)(7)(E) Agency Name on Bank Account: Account Number: Name of Bank/Financial Institution:	etter of Agreement (LOA) agency's bank
Address of Bank/Financial Institution: Telephone Number of Bank/Financial Institution: Contact Person of Bank/Financial Institution:	,(b)(7)(E)
Bank/Financial Institution ABA Number: (b)(6) Authorized Agency Representative (Name & Title (b)(6) Signature of Authorized Agency Representative	DA Number: 2014-02 <u>04/01/14</u> Date



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 (Nonpro-curement) 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 embezztement, 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 civiliy 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,

Requiring such employee to participate satisfactorily in a large abuse assistance or rehabilitation program approved for uch purposes by a Federal, State, or local health, law	As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as
oth purposes by a recernity state, or local health, law inforcement, or other appropriate agency; g) Making a good faith effort to continue to maintain a drug-	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, posses-
ree workplace through implementation of paragraphs (a), (b), c), (d), (e), and (f).	sion, or use of a controlled substance in conducting any activity with the grant; and
B. The grantee may insert in the space provided below the ite(s) for the performance of work done in connection with the pecific grant:	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
loca of Dorformance (Street address site accepts state via	of the conviction, to: Department of Justice, Office of Justice
Place of Performance (Street address, city, county, state, zip ode)	
ode)	tify that the applicant will comply with the above certifications.
the duly authorized representative of the applicant, I hereby cert laska State Troopers 700 E. Tudor Rd.	_



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:

- It possesses legal authority to apply for the grant; that a resolution, motion or 10, 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 toprovide such additional information may be required.
- 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.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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 toand the right to examine all records, books, papers, or documents related to the grant.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13, 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) ist 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 histing 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 usein 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" 15, includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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.

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.

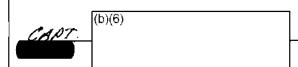
It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rumental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Ornaibus 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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.



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04/01/14

LOA NUMBER - 2014-02

·		LNO		(b)(4),(b)(7)(E)	
	PARTMENT OF JUSTICE	(b)(4),(b)(7)(E	:)		2. PURCHASE ORDER	CONTROL NO
	ORCEMENT ADMINISTRATION	T3. PAGE			4. DATE PREPARED	· -
EQUIPMEN	REQUISITION FOR T, SUPPLIES, OR SERVICES	1 0		AGE	04-03-2014	*
	(Instruction on Reverse)	SA (b)(6)				
6, 10 (Name and location) (b)(6)		7. FROM (Requisit	ioning point - name	and locatio	n)	
Administrative O	*Figor	GS (b)(6)	_			
Denver Field Div			Support tield Divi			
8 RECOMMENDED SOURCE.		9. REQUIRED DEL		18101		
County Sheriffs	of Colorado Punstallo 68877	9. REQUIRED DEL	IVERY DATE			
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11 ALLOWANCE AND ACTIVITY A	CCOUNTS CHARGEABLE, AND OBJECT CLASS(ES)	,,			1 1	
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FORM OR STOCK NO	DESCRIPTION OF ARTICLES OF	R SERVICES	QUANTITY	UNIT	HINE	AMOUNT
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2014-60	Funding for County Sher Colorado for 2014 DCE/S	P	1	lot	80,000.00	40,000.00
	Program Letter of Agree	ment				
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	JUSTIFICATION:					0.00
	Request for funding pur Letter of Agreement app	roved by				
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20 DELIVER TO (Give comple	· · · · · · · · · · · · · · · · · · ·		t			· · · · · · · · · · · · · · · · · · ·
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Centennial, CO 8	0112 22. REMARKS			···	· · · · · · · · · · · · · · · · · · ·	X.((b)
DEA Form						



U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2014-60

This Letter of Agreement (LOA) is entered into between the **COUNTY SHERIFFS OF COLORADO**, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Colorado*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Colorado*. 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.

(b)(4),(b)(<i>1</i>)((E)			

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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.

DOLLARS (200 000 00) See the AGENCY Federal funds in the amount of EIGHTY THOUSAND	
DOLLARS (\$80,000.00) for the period of JANUARY 1, 2014, to DECEMBER 31, 2014, to defr	αγ
costs relating to the eradication and suppression of cannabis.	
b)(4),(b)(7)(E)	

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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 contraveration 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

			rage 5
compliar use mari	ce with state or local laws or regulations tha uana in contravention of the CSA.	t permit the manufacture. [Agency Initial (b)(6)	, distribution, sale, or
All purci	ases of equipment, supplies and other resour	ces must have approval t	from DEA
(b)(4),(b)(7)(E)		
	.		
Per the Di	OJ, none of the funds allocated to you may be tokens of appreciation, or other similar items	e used to purchase promo	otional items, gifts,
justified a	s, tokens of appreciation, or other similar iter s training aids if they are embossed, engrave	ns. Promibited purchases d or printed with THE A	include items
	(4),(D)(7)(E)		OF CONTRACTOR OF
(b)(4),(b)(7	<u>)(E)</u>		
5. In com	pliance with Section 623 of Public Law 102-	-141, THE AGENCY agr	ees that no amount
of these fi	inds shall be used to finance the acquisition of	of goods or services unles	ss THE AGENCY:
(a) Specifies in any announcement of the awa	rding of the contract for t	the procurement of
	the goods and services involved the amour	nt of Federal funds that w	ill be used to finance
(b	the acquisition; and Expresses the amount announced pursuant	10 naragraph (a) as a ner	centage of the total
·	cost of the planned acquisition.	to paragraph (a) as a per	comage of the total
b)(4),(b)(7)	(E)		

(b)(4),(b)(7)(E)		

9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/01/2014 through 12/31/2014.

- 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.
- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer

(b)(4),(b)(7)(E)			

- 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 Colorado 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.

- 19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. 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.

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 966628872
THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 03/25/2014.
COUNTY SHERIFFS OF COLORADO (b)(6) By:
Title: Executive Director Date: 3-31-14
Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
DRUG ENFORCEMENT ADMINISTRATION (b)(6) Special Agent in Charge Denver Field Division
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:
b)(4),(b)(7)(E)
UFMS Input Date: 4/11/1
Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional

•			OMB APPROVA	NL NO.		PAGE	OF-
				0348-00	4		PAGES
			a. ✓ one or boti	h poxez	2 BASIS OF	REQUEST	
		1. TYPE OF PAYMENT	X ADVANCE	REIMBURSE- MENT	 	ASH	
(So	e instructions on ba		REQUESTED b. / the applica		eble box PARTIAL	ACCRUAL.	
 FEDERAL SPONSORING TO WHICH THIS REPORT 		ANIZATIONAL ELEMENT		RANT OR OTHER			PAYMENT REQUEST FOR THIS REQUEST
DRUG ENFORCE	MENT ADM	INISTRATION `	2014-6	LAGENCY			
6. EMPLOYER IDENTIFICA NUMBER		7CMMA NUMBER	8.		RED BY THIS REQ		
b)(4),(b)(7)(E)	N/A		FROM (MM-DI		1/01/2014	TO (MM-OD-	12/31/2014
9. RECIPIENT ORGANIZAT	ION		10. PAYEE (M	There check is to be	sont I different than Ite	m9)	
Name: Cour	ity Sheriffs of	Colorado	Name:				
Number end Street: 9008 Unit	U.\$. Hwy. 8: C	5 North	Number and Street:				
and ZIP Code:	<u> </u>	25-9793	City, State and ZIP Cod				
11.	COMPUTATIO	N OF AMOUNT OF		SEMENTS/AL		ESTED	
ROGRAMS/FUNCTIONS	ACTMTIES 🗩	(a) Original Letter of Agreement	(b)		(c)		TOTAL
a. Total program outlays to date	(As of date)	\$ 80,000.00	0				\$ 80,000.00
b. Less: Cumulative program	n Income						0.00
c. Net program outlays (Lie	e a minus	\$ 80,000.0	0	0.00		0.00	\$ 80,000.00
d. Estimated net cash outley period	s for advance						0.00
a. Total (Sum of lines c & d)	\$ 80,000.0	0	0.00	0.0	00	\$ 80,000.00
f. Non-Federal share of amo	unt on line e						0.00
g. Federal share of amounto		\$ 80,000.0	0		-		\$ 80,000.00
			1				0.00
Federal payments previous Federal share now request minus line h)		\$ 80,000.0	0				\$ 80,000.00
Advances required by month, when requested	1s1 month			0.00			
by Federal grantor agency for use in	2nd month						0.00
making prescheduled advances	3rd month			_			0.00
12.		ALTERNATE COM	PUTATION	FOR ADVA	NCES ONLY		
	·	e during period covered by the	 -	<u></u>	<u> </u>	\$	
b. Less: Estimated batance	of Federal cash on ha	nd as of beginning of edvance	period				
						\$	0.00

Ιİ

13.		CERTIFICATION			
I certify that to the snowledge and belief the reverse are correct outlays were made in with the grant condition.	he data on and that all accordance his or other	OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED 03/31/2014		
agreement and that payment is due and has not been previously requested.	previously (b)(6)	Executive Director	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 720-344-(b)(6)		
This space for agency us					

Letter of Agreement 2014-60

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0346-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

lie m

Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.

Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.

11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or i te a

Entry

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject		Date	
Electronic Fund (DFN: 601-13)	s Transfer	March 25, 20	14
То		From	
All Domestic Ca	annabis Eradication/Suppression	(b)(6)	
	SP) Participating Agencies	Chief, Investigative Supp	ort Section
		DEA Headquarters	
Funding for the	Domestic Cannabis Eradication/Su	nnression Program (DCE/SP) is o	only available by
	er. Funds will be transferred direct		
account. In orde	r to process electronic transfers, th	e following information must be	provided below:
Aganay Nama a	(b)(4),(b)(7)(E)	
Agency Name or	a Bank Account:		
Account Numbe	r:		
N CD- ID			
Name of Bank/F	inancial Institution:		
Address of Bank	/Financial Institution:		
: 		(b)(4),(b)(6),(b)(7)(E)	
Telephone Numl	per of Bank/Financial Institution:		
Contact Person of	of Bank/Financial Institution:		
Bank/Financial I	nstitution ABA Number:		
(b)(6)]	Letter of Agreement 2014-60	
	Executive Director		
	ncy Representative (Name & Title		
(b)(6)		0	3/31/2014
Signature of Aut	horized Agency Representative	D	ate
-	₽ ₽ 1		



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 (Nonpro-curement) 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 S andard 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 (CRANTEES 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, ATTIN: Control Desk, 810 7 th 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	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. Checkif the State has elected to complete OJP Form 4061/7. DRUG-FREE WORKPLACE			
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	(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			
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).	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			
B. The grantee may insert in the space provided below the size(s) for the performance of work done in connection with the specific grant::				
Place of Performance (Street address, city, county, state, zip code)	will report the conviction, in writing, within 10 calendar days			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certificant State Name and Address: County Sheriffs of Colorado 3008 U.S. Hwy. 85 (North; Unit Califoliation, CO 80125-9793	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certificant to the same and Address: County Sheriffs of Colorado 3008 U.S. Hwy. 85 North; Unit C	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice fy that the applicant will comply with the above certifications.			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certificant State Name and Address: County Sheriffs of Colorado 3008 U.S. Hwy. 85 (North; Unit Califoliation, CO 80125-9793	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice fy that the applicant will comply with the above certifications.			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certificant to the same and Address: County Sheriffs of Colorado 2008 U.S. Hwy. 85 North; Unit C Littleton, CO 80125-9793 Application Number and/or Project Name	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certificant to the same and Address: County Sheriffs of Colorado 2008 U.S. Hwy. 85 North; Unit C Littleton, CO 80125-9793 Application Number and/or Project Name	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certiful. Grantee Name and Address: County Sheriffs of Colorado 2008 U.S. Hwy. 85 North; Unit C Littleton, CO 80125-9793 Application Number and/or Project Name 2014-60 Typed Name and Title of Authorized Representative	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number			
Place of Performance (Street address, city, county, state, zip code) as the duly authorized representative of the applicant, I hereby certiful. Grantee Name and Address: County Sheriffs of Colorado 2008 U.S. Hwy. 85 North; Unit C Littleton, CO 80125-9793 Application Number and/or Project Name 2014-60 Typed Name and Title of Authorized Representative	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice fy that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number (b)(4),(b)(7)(E)			



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:

- 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 containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required
- 2. It will compty 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.
- 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.)
- it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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 lies.
- It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. administrative requirements.
- 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.
- 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance toan or grant, or any other form of direct or indirect Federal assistance

It possesses legal authority to apply for the grant; that a resolution, motion or 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.

> 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

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, Intergove-rumental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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.

(b)(6)			
(*),(*)			3-31-14
Signature	:		Date
_	Letter	of Agreement 2014-60	

DRUG ENFOR	U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES		3. PAGE 4. DATE PRI 1 OF 1 PAGE 03-14 5. FOR INFORMATION CALL (Name Interholes code, and order			-2014	
(b)(6)		SA (b)(6) DCE/SP Coordinator					
		(b)(6)			•		
Administ CT:	lcer	Special	Support G	roup .	6-11		
	eion						
a AECOMEMOED SQUACE: Oregon Department of c/o DEA 300 5th Ave; Ste 1	of Justice 300; Seattle, WA;98104-239	TO FEBERAL BUP	2014-1	2/31/ 0.(Prod	2014		
(b)(4),(b)(7)(E)	num s chárgeaire and griect clárece;	1 (D)(O)				t in Chg.	
FORM OR STOCK NO.	DESCRIPTION OF ARTICLES	OR SERVICES	QUANTITY	UNIT	HINCE	AMOUNT	
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2014-111 (b)(4),(b)(7)(E)	Funding for Oregon Dep of Justice for 2014 DO rogram Letter of Agre	E/SP	1	lot	1,600,00		
	JUSTIPICATION: Reques					0 ·	
	funding pursuant to Le Agreement approved by Headquarters. Copy of attached.	DEA				0.	
	(b)(6)					a	
	Assistant Special Ager	nt in				o	
	Charge					•	
TIN: 93-6001740						·	
DUNS: 809790223	DCE/SP funding						
20. BELIVER YO (GV+ complet	F FREXUNT	PARCEL POST OTHER (Specify in re	EXPRESS		TOTAL	1,000,000	
	2). REMARKS						



U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2014-411

This Letter of Agreement (LOA) is entered into between the **OREGON DEPARTMENT OF JUSTICE**, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Oregon*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Oregon*. 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.

(b)(4),(b)(7)(E)		

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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 MILLION DOLLARS
(\$1,000,000.00) for the period of JANUARY 1, 2014, to DECEMBER 31, 2014, to defray costs relating to the eradication and suppression of cannabis.
(b)(4),(b)(7)(E)

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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 cradication 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

3
compliance with state or local laws or regulations that permit the manufacture_distribution, sale, or use marijuana in contravention of the CSA. [Agency Initial_(b)(6)] [J
All purchases of equipment, supplies and other resources must have approval from DEA.
(b)(4) ₁ (b)(7)(E)
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 <i>THE AGENCY</i> or program logos. (b)(4),(b)(7)(E)
(b)(4),(b)(7)(E)
5. In compliance with Section 623 of Public Law 102-141, <i>THE AGENCY</i> agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless <i>THE AGENCY</i> :
(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.
b)(4),(b)(7)(E)

(b)(4),(b)(7)(E)		

^{9.} It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/01/2014 through 12/31/2014.

- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

(b)(4),(b)(7)(E)			

- 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 Oregon 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.-

(b)(4),(b)(7)(E)		

- 19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. 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 809790223 THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on _____03/10/2014. OREGON DEPARTMENT OF JUSTICE By: Date: 3-/1-/4___ Title: HSAC Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor. DRUG ENFORCEMENT By: Spd Seattle Field Division 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:

(b)(4),(b)(7)(E)		
UFMS Input Date: <u>04-08-2014</u> DND -10 No	DNC ET-No. DDP DR No.	
Printed Name: (b)(6)	Signature:(b)(6)	

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

		Į [†]	OMB APPROV	AL NO.		PAGE	OF
OK REIMBURSEMENT		0348-004			PAGES		
		1.	a. ✓ one or both	boxes	2 BASIS	OF REQUEST	
		TYPE OF	X ADVANCE	REIMBURSE. MENT	ſχ	CASH	
		PAYMENT REQUESTED b. ✓ the application of the seption of the sep		PARTAL	ACCRUAL		
3 FEDERAL SPONSORING TO WHICH THIS REPORT		SANIZATIONAL ELEMENT		BRANT OR OTHER IG NUMBER ASSIC			IAL PAYMENT REQUEST
DRUG ENFORCE		INISTRATION	2014-1	ALAGENCY	SNED		
6. EMPLOYER IDENTIFICAT NUMBER		MICKANO MINMOCO - L	8.		RED BY THIS REQ		
0(4),(b)(6)	N/A	THE HOWALK	FROM (MM-D	•	1/01/2014	та (мм-	12/31/2014
9. RECIPIENT ORGANIZATII	ON		10. PAYEE (V	Vhere check is to be	sent if different than Its	m 9)	**
Name. Orego	on Departme	ent of Justice	Name.				
Number and Street: 610 H Suite	lawthorne A #120	venue SE	Number and Street:				
and ZIP Code:	n, OR 9730		City, State and ZIP Cod				
11.	COMPUTATIO	ON OF AMOUNT OF	REIMBUR	SEMENTS/A	OVANCES REQU	ESTEL)
ROGRAMS/FUNCTIONS/A	activities 🗩	(a) Original Letter of Agreement	(6)	!	(0)		TOTAL
a Total program outlays to date	(As of date)	\$ 1,000,000.00					\$ 1,000,000.00
b. Less: Cumulative program	income						0.00
c. Net program outlays (Line	e a minus	\$ 1,000,000.0	0	0.00		0.00	\$ 1,000,000.00
d. Estimated net cash outlays period	s for advance	······································					0.00
e. Total (Sum of lines c & d)		\$ 1,000,000.0	0	0.00	0.0	00	\$ 1,000,000.00
f. Non-Federal share of amou	int online e		·				0.00
g. Federal share of amount or	n line e	\$ 1,000,000.0	0	-			\$ 1,000,000.00
h. Federal payments previous	ly requested						0.00
i. Federal share now requests minus line h)	ed (Line g	\$ 1,000,000.00	0	'			\$ 1,000,000.00
Advances required by month when requested	tst month			0.00	-		
by Federal grantor agency for use in	2nd month				-		0.00
making prescheduled advences	3rd month	1					0.00
12.		ALTERNATE COM	PUTATION	FOR ADVA	ICES ONLY		
	tlays that will be mad	le during period covered by the				\$	3
b. Less Estimated balance of	of Federal cash on ha	and as of beginning of advance	period				
c Amount requested (Line)	e mirus îne tij			<u> · · · · · · · · · · · · · · · · · ·</u>		\$	
AUTHOR ZED FOR LOCAL I	REPRODUCTION	(Continu	ed on Revers	se)			270 (Rev. 7-97) Circulars A-102 and A-110

13.	CERTIFICATION			
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other	SIGNATURE OR ALITHORIZED CERTIFICING OFFICIAL (b)(6)	DATE REQUEST SUBMITTED 03/11/2014		
agreement and that payment is due and has not been previously requested.	(b)(6) ASAC*	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) (503) 934 (b)(6)		
This space for a recovering	1			

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate of any other asbect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY,

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item

Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function or

tte m

Entry

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject		Date
Electronic Funds Transfer		
(DFN: 601-13)		
		March 10, 2014
To		From
All Domestic Cannabis Era	dication/Suppression	(b)(6)
Program (DCE/SP) Particip		Chief, Investigative Support Section
		DEA Headquarters
Funding for the Domestic C	annahic Fradication/Sunnre	ssion Program (DCE/SP) is only available by
		to the Letter of Agreement (LOA) agency's bank
		lowing information must be provided below:
	(b)(4),(b)(7)(E)	
Agency Name on Bank Acc	count: -	
Account Number: -		
Account Number, -		
Name of Bank/Financial Ins	stitution: -	
Address of Bank/Financial		4),(b)(6),(b)(7)(E)
Telephone Number of Bank	' ' '	47,(0)(0),(0)(1)(1)
retephone Number of Dank	Zrmançıai msutution:	
Contact Person of Bank/Fin	ancial Institution:	
	•	
Bank/Financial Institution A	ABA Number:	
(b)(6)		
	AŞAC	
Auth (b)(6)	ive (Name & Title	
		03/11/2014
Sign	Representative	Date

LOA Number 2014-111



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 (Nonpro-curement) 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 LLLL, "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.

- 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 tocal) 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, ATIN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;	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		
(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	agencies may elect to use OJP Form 4061/7. Check if the State has elected to complete OJP Form 4061/7.		
 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 	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)		
(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;	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		
(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).	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. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;	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		
Place of Performance (Street address, city, county, state, zip code)	of the conviction, to: Department of Justice, Office of Justice		
As the duly authorized representative of the applicant, I hereby certify Oregon Department of Justice 610 Hawthorne Avenue SE; Suite 210 Salem, OR 97301	that the applicant will comply with the above certifications.		
2014-111	(b)(4),(b)(7)(E)		
(b)(6) ASA9			
(b)(6)			
_	03/11/2014		
DJP FORM 4061/6 REPLACES OJP FORMS 4061/1, 4061/3 AND 4061/4 WHICH ARE OBSOLETE	*U.S. Government Princing Office: 1996 - 405-017/40014		



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 of ¹⁰ 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 containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide 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
- 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.
- 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
- It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant
- it will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other §3, 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 usein 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" 15 includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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.

It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title Lof 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.

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, Intergove-immental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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

(b)(6)	Resources System	
		3-11-14
Sign	LOA Number 2014-111	Date

OFF FORM 40002, ATTACIDATE TO SE 424

LIS DEDART	AFAIT OF MOTIOE	1. REQUISITION	NO.		2 PURCHASE ORDER /	CONTROL NO.
	MENT OF JUSTICE ENT ADMINISTRATION					
1		3. PAGE	·		4. DATE PREPARED	
EQUIPMENT, SUF	SITION FOR PP <u>LIES, OR SERVICES</u>	1		AGE	03-27-2014	·· ·
(Instructio	(b)(6)	SA (b)(6)	III IN I.AII INAMA		oce/SP Coordi	nator
5. TO (Name and location)	 .	7. FROM (Requisi	tioning point - name	and locatio	in)	
(b)(6)] (b)(6)				
Adminis (b)(6) Seattle Field Division	n.	Special	Support (roup	S-11	
8. RECOMMENDED SOURCE:		9. REQUIRED DE	LIVERY DATE		•	· · · · · · · · · · · · · · · · · · ·
Washington State Patro c/o DEA		10 FEDERAL SUF	2014-12 PLY CONTRACT			
300 5th Ave; Ste 1300	; Seattle, WA;98104-	2398 (b)(6)				
(b)(4),(b)(7)(E)						
					<u> </u>	
					al Agent i	n Chg.
FORM OR STOCK NO.	DESCRIPTION OF ARTIC	LES OR SERVICES	QUANTITY	UNIT	PKICE	AMOUNT
(14)	(15)		(16)	(17)	(18)	(19)
2014-124	Funding for Washing		1	lot	1,050,000.00	1,050,000.00
(b)(4),(b)(7)(E)	Patrol for 2014 DCE Letter of Agreement	_				
	detter of Agreement	. #2D14-124			i	0.00
	JUSTIFICATION: Req					0.00
	funding pursuant to		1			
	Agreement approved	•		•		0.00
	Headquarters. Copy attached.	of LOA	İ		! !	0.00
	accachea.]	:
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	Assistant Special A	gent in				0.00
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TIN: 91-6001127					[0.00
DUNS: 808883854	DCE/SP funding				[0.00
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20. DELIVERTO (Give complete address	· · ·	mm Dibor.				
SA (b)(6)	FREIGH	· POS:	EXPRESS		TOTAL	1,050,000.00
300 5th Ave; Suite 130 Seattle, WA 98104-239	1 1 1	OTHER (Specify in remi	ırk\$)		TOTAL	2,424,400.00
Double 10, 110 90104-231	22. REMARKS					
A						



U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2014-124

This Letter of Agreement (LOA) is entered into between the WASHINGTON STATE PATROL, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Washington. 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.

[(D)(4);(D)(7)(E)		

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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.

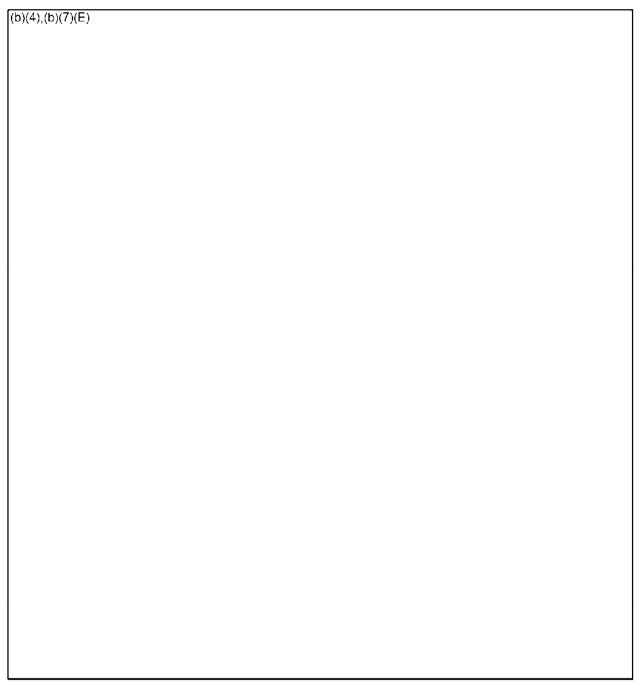
3. DEA will pay to THOUSAND DOLLA 31, 2014, to defray cos	LRS (\$1,050,000.00) fo	or the period of JANU	ARY 1, 2014, to DE	TIFTY CEMBER
(b)(4),(b)(7)(E)	is relating to the eradic	ation and subbression	of cannabis	

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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

Detail of regreement 140, 2014-124	Page 3
compliance with state or local laws or regulations that permit the manufacture distribution use marijuana in contravention of the CSA. [Agency Initial_(b)(6)] All purchases of equipment, supplies and other resources must have approval from DFA.	, sale, or
(b)(4),(b)(7)(E)	
Per the DOJ, none of the funds allocated to you may be used to purchase promotional items	
mementos, tokens of appreciation, or other similar items. Prohibited purchases include item	
justified as training aids if they are embossed, engraved or printed with THE AGENCY or	orogram
logos. (b)(4),(b)(7)(E)	
(b)(4),(b)(7)(E)	

- 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.

(b)(4),(b)(7)(E)		



9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/01/2014 through 12/31/2014.

- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

(b)(4),(b)(7)(E)		

- 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 Washington 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.

(b)(4),(b)(7)(E)			

- 19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. 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 THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 03/10/2014 WASHINGTON STATE PATROL By: Date: 3-20-14 Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor. DRUG ENFORCEMENT ADMINISTRATION (b)(6)Date: 3/20) By: SpeSeattle Field Division 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:

(b)(4),(b)(7)(E)		
UFMS Input Date: 04-08-2014 DNO (b)(4),(b)(7)(E)	DNC -CT-No. (b)(4),(b)(7)(E) -DP No. (b)(4),(b)(7)(E)	
Printed Name		

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

•		······································	OMB APPROVA	AL NO.	· · · · · · · · · · · · · · · · · · ·	PAGE	OF
				0348-00	4		PAGES
	ST FOR AD			a. ✓ one or bot	th boxes	2 BAS	S OF REQUEST
OR R	EIMBURSEI	MENT	1. TYPE OF	X ADVANCE	REIMBURSE-	 	CASH
(S	se instructions on b	ack)	PAYMENT REQUESTED	b. ✓ the appio	able box	_	ACCRUAL
3. FEDERAL SPONSORII TO WHICH THIS REPO	NG A GENCY AND OR	GANIZATIONAL ELEMENT		RANT OR OTHER			TAL PAYMENT REQUEST
DRUG ENFORCE		IINISTRATION	BYFEDERA		GNED	NUM	BER FOR THIS REQUEST
A 51/21 61/2			2014-1	24			
6. EMPLOYER IDENTIFIC NUMBER		ENT'S ACCOUNT NUMBER THEYING NUMBER	8. FROM (MM-DI		ERED BY THIS REQ		00-1111)
b)(4),(b)(6)	N/A			•	1/01/2014	I O (mm	12/31/2014
8. RECIPIENT ORGANIZA	אסוז			/here check is to b	e sont i different than Its	m 9)	
Name: Was	hington State	e Patrol	Name:				
Number 210	11th Avenue	SW	Number				
D 10 OF 661	Floor; Suite 4	- :	and Street:				
P.O.	Box 42602						
Other Other	ania MA DO	2504 2247					
ofty, State Olyn and ZIP Code:	npia, WA 98	5504-2547	City, State and ZIP Code	9 :			
11,	COMPUTATION	ON OF AMOUNT OF	REIMBURS	EMENTS/A	DVANCES REQU	ESTE)
	•	(a)	(b)		(c)		
ROGRAMS/FUNCTIONS	VACTIVITIES >	Original Letter of Agreement					TOTAL
a. Total program outlays to date	(As of date)	\$ 1,050,000.00	ס		····		\$ 1,050,000.00
b. Less: Cumulative progra	т іпсоте						0.00
c. Net program outlays. (L.	ne a minus	\$ 1,050,000.0	0	0.00		0.00	\$ 1,050,000.00
d. Estimated net cash outle period	ys for advance						0.00
e. Total (Sum of lines c &	a)	\$ 1,050,000.0	0	0.00	0.0	10	\$ 1,050,000.00
f. Non-Federal share of am	ount on line e						0.00
g. Faderal share of amount	on line e	\$ 1,050,000.0	0		·		\$ 1,050,000.00
h. Federal payments previo	usiv requested						0.00
i. Federal share now reque- minus line h)	 	\$ 1,050,000.00	0				\$ 1,050,000.00
Advances required by month, when requested	1st month		1	0.00			· · · · · · · · · · · · · · · · · · ·
by Faderal grantor agency for use in	2nd month		1				0.00
making prescheduled advances	3rd month		 			\neg	0.00
_12.		ALTERNATE COM	PUTATION	FOR ADVA	NCES ONLY		
	pullays that will be max	de during period covered by the				\$.
b. Less: Estimated belance	of Federal cash on tu	and as of beginning of advance	period				
c. Amount requested (Lin	s a minus (ne t)					\$	0.00
AUTHORIZED FOR LOCAL	REPRODUCTION	(Continu	ed on Reverse	9)			270 (Rev. 7-97) Disculars A: 102 and A-110

LOA Number: 2014-124

13.	CERTIFICATION	l	
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL (b)(6)]	DATE REQUEST SUBMITTED
outlays were made in accordance with the grant conditions or other			3-24-14
agreement and that payment is due and has not been previously requested.	73		TELEPHONE (AREA CODE, NUMBER AND EXTENSION)
		DEPUTY	(360) 596 (b)(6)
This space for agency use		CHIE	

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory, specific instructions for other items are as follows:

Item

Entr

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insent N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a) (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Item

Entry

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

- Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of inkind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 601-13)	•
	March 10, 2014
То	From
All Domestic Cannabis Eradication/Suppression	(b)(6)
Program (DCE/SP) Participating Agencies	Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Eradication/Su electronic transfer. Funds will be transferred direct	ppression Program (DCE/SP) is only available by tly into the Letter of Agreement (LOA) agency's bank
account. In order to process electronic transfers, th	e following information must be provided below:
Agency Name on Bank Account: (b)(4),(b)(7)(E)
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	
Telephone Number of Bank/Financial Institution:	(b)(4),(b)(6),(b)(7)(E)
-	
Contact Person of Bank/Financial Institution:	
Bank/Financial Institution ABA Number:	
(b)(6) CFO	•
	7
Au (b)(6)	3/20/2014
Sig	Date

LOA Number: 2014-124



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 (Nonpro-curement) 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 7 Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;	Checkif 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 ap-
(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	plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7. Checkif the State has elected to complete OJP Form 4061/7.
(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	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)
(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	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—
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).	A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses- sion, or use of a controlled substance in conducting any activity with the grant, and
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:	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
Place of Performance (Street address, city, county, state, zip	of the conviction, to: Department of Justice, Office of Justice
code)	
As the duly authorized representative of the applicant, I hereby certify I. Grantee Name and Address: Washington State Patrol P.O. Box 42602	that the applicant will comply with the above certifications.
As the duly authorized representative of the applicant, I hereby certify I. Grantee Name and Address: Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602	
As the duly authorized representative of the applicant, I hereby certify I. Grantee Name and Address: Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602 Z. Application Number and/or Project Name	that the applicant will comply with the above certifications.
As the duly authorized representative of the applicant, I hereby certify 1. Grantee Name and Address: Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602 2. Application Number and/or Project Name	that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number
As the duly authorized representative of the applicant, I hereby certify I. Grantee Name and Address: Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602 Z. Application Number and/or Project Name 2014-124 I. Typed Name and Title of Authorized Representative	that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number
As the duly authorized representative of the applicant, I hereby certify 1. Grantee Name and Address: Washington State Patrol P.O. Box 42602 Olympia, WA 98504-2602 2. Application Number and/or Project Name 2014-124 4. Typed Name and Title of Authorized Representative (b)(6)	that the applicant will comply with the above certifications. 3. Grantee IRS/Vendor Number (b)(4),(b)(7)(E)



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:

- similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.
- 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.
- 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.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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.
- 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.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. administrative requirements.
- 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.
- 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal

It possesses legal authority to apply for the grant, that a resolution, motion or 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.

> 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.

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, Intergove-mmental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination 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.

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.

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.

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Signature	LOA Number		Date	

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c/o DEA	(ASI)	10. FEDERAL SUP	PLY CONTRACT	31 / 20 NO. (If kno	wn)			
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U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2013-02

This Letter of Agreement (LOA) is entered into between the ALASKA STATE TROOPERS, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Alaska*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Alaska*. 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.

(b)(4),(b)(7)(E)		

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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 <i>THE AGENCY</i> Federal funds in the amount of EIGHTY THOUSAND DOLLARS (\$80,000.00) for the period of JANUARY 1, 2013, to DECEMBER 31, 2013, to defray costs relating to the eradication and suppression of cannabis.						
_	cation and suppression of	of cannabis.				
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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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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

Letter of A	greement No. 2013-02 Pa		
compliance use mariju	e with state or local laws or regulations that permit the manufacture distribution, sale, and in contravention of the CSA. [Agency Initia]		
All purcha	ses of equipment, supplies and other resources must have approval from DEA.		
(b)(4),(b)(7))(E)		
	J, none of the funds allocated to you may be used to purchase promotional items, gift		
mementos,	tokens of appreciation, or other similar items. Prohibited purchases include items		
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(b)(4),(b)(7)(E)	

9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/1/2013 through 12/31/2013.

- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

(b)(4),(b)(7)(E)			

- 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 Washington 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.

(b)(4),(b)(7)(E)		

- 19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. THE AGENCY must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. 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)

Contractor.

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 CCR via the internet www.ccr.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

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

THE AGENCY'S current DUNS No. is 001470228
THE ALASKA STATE TROOPERS By: Chi(6) By: Date: 5/9/13 Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
By: Date: 5//7//3 Special Agent in Charge - Seattle Field Division 7/1/7 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:
(b)(4),(b)(7)(E)
UFMS Input Date: 5 - 20 - 2013

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13.	CERTIFICATION					
certify that to the best of my	SIGNATURE OR AUTHORIZED CERTIFICATION OFFICIAL	CANEGEGIEST				
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the reverse are correct and that all		05/06/2013				
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This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per respónse, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

ltem

Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both, item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

tem Entry

- activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
- 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 610-13)	APR 3 0 2013
То	(b)(6)
All Domestic Cannabis Eradication/ Suppression Program (DCE/SP) Participating Agencies	Chief, Investigative Support Section DEA Headquarters
	on/Suppression Program (DCE/SP) is only available irectly into the Letter of Agreement (LOA) agency's fers, the following information must be provided
(b)(4),(b)(7)(E)	Marker, pr.
Agency Name on Bank Account Account Number: (b)(4),(b)(7)(E)	
Name of Bank/Financial Institution: (b)(4),(b)(6),(b)(7)(E)
Address of Bank/Financial Institution	·
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Contact Person of Bank/Financial In	
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Authorized Agency Representative - Name & Titl	
(b)(6)	05-06-2013
Signature of Authorized Agency Representative	Date



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 (Nonpro-curement) 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.

I. 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 7 h 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	Checkif 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. Checkif the State has elected to complete OJP Form 4061/7.	
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	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)	
(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;	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—	
(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).	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. 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)	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 Grantee Name and Address Alaska State Troopers 5700 E. Tudor Rd Anchorage, Alaska 99507	that the applicant will comply with the above certifications.	
Application Number and/or Project Name	DATE TO SELECT A STREET, STREE	
2013-02	(b)(4),(b)(7)(E)	
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b)(6) Major		
Signature	610816	
(b)(6)	motion 1 and the comme	
	05/06/2013	



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:

- 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 containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.
- 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.
- 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.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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.
- 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.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. It will comply, and all its contractors will comply, with the nondiscri-mination administrative requirements.
- 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.
- 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal

OIP PORM 4000G. ATTACHBIEDIT TO SP 42

It possesses legal authority to apply for the grant; that a resolution, motion or 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.

- It will comply, and essure 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, Intergove-mmental 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.
 - 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.
 - 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.
 - It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
 - 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.

(b)(6)]
	05/06/2013
Signa	(Date)

1. K 2. PURCHASE ORDER / CONTROL NO U.S. DEPARTMENT OF JUSTICE (b)(4),(b)(7)(E)DRUG ENFORCEMENT ADMINISTRATION 3 PAGE 4 DATE PREPARED REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES 1 05-15-2013 QF. PAGE 5. FOR INFORMATION CALL (Name, telephone code, and extension) SA(b)(6)720-895-(b)(6) (Instruction on Reverse) 8. TO (Name and location) FROM (Requisitioning point - name and location) (b)(6)GS (b)(6) Administrative Officer Special Support Unit Denver Field Division Denver Field Division 8 RECOMMENDED SOURCE 9 REQUIRED DELIVERY DATE County Sheriffs of Colorado 13- 12/31/13 -2:37 POD- 1 9008 North U.S. Hwy. 85; Unit C (b)(6)Littleton, CO 80125 11 ALLOWANCE AND ACTIVITY ACCOUNTS CHARGEABLE, AND OBJECT CLASS(ES) nt in Charge DESCRIPTION OF ARTICLES OR SERVICES PRICE FORM OR STOCK NO. QUANTITY UNIT AMOUNT (17) 2013-63 Funding for County Sheriffs of 80,000.00 80,000.00 lot Colorado for 2013 DCE/SP Program Letter of Agreement 0.00 #2013-63 0.00 JUSTIFICATION: Request for funding pursuant to Letter of Agreement approved by 0.00 DEA Headquarters. Copy of LOA attached. 0.00 00.0 0.00 00.0 0.00

DEA Form

Centennial, CO

 $_{SA}(b)(6)$

20 DELIVER TO (Give complete address, including ZIP Code)

12154 East Easter Avenue

F PARCEL

MAIL OTHER (Specify in remarks)

EXPRESS

80,000.00

(6)

TOTAL

FREIGHT

22. REMARKS



U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2013-63

This Letter of Agreement (LOA) is entered into between the **COUNTY SHERIFFS OF COLORADO**, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Colorado*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Colorado*. 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.

(b)(4),(b)(7)(E)		

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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

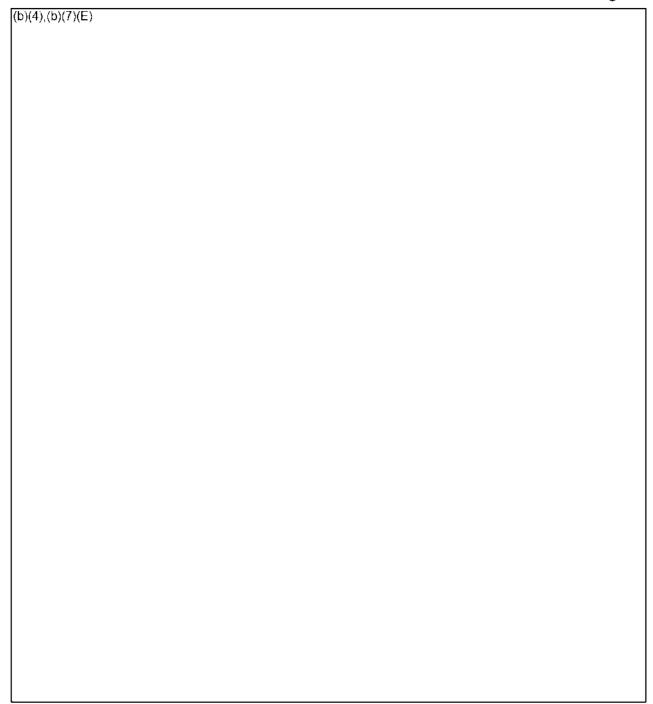
the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to THE AGENCY Federal funds in the amount of EIGHTY THOUSAND OLLARS (\$80,000.00) for the period of JANUARY 1, 2013, to DECEMBER 31, 2013, to defray osts relating to the eradication and suppression of cannabis.
)(4),(b)(7)(E)

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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

(b)(4),(b)(7)(E)

Letter of Agreement No. 2013-63	Page 3
compliance with state or local laws or regulations use marijuana in contravention of the CSA.	s that permit the manufacture, distribution, sale, or [Agency Initial] (b)(6)
All purchases of equipment, supplies and other re	SOurces must have approval from DEA
(b)(4),(b)(7)(E)	SOM SOS MISTE HAVE APAILING THIN I IF A
Per the DOJ, none of the funds allocated to you m	ay be used to purchase promotional items, gifts,
mementos, tokens of appreciation, or other similar	ritems. Prohibited purchases include items
justified as training aids if they are embossed, englogos. $(b)(4),(b)(7)(E)$	raved or printed with THE AGENCY or program
(b)(4),(b)(7)(E)	
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 acquisit	ion of goods or services unless THE AGENCY:
(a) Specifies in any appouncement of the	awarding of the contract for the procurement of
the goods and services involved the ar	mount of Federal funds that will be used to finance
the acquisition; and	or reactin raises that will be used to illimite
	uant to paragraph (a) as a percentage of the total
cost of the planned acquisition.	. 2 1 · (·) ··· - F



9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/1/2013 through 12/31/2013.

- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

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- 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'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 Colorado 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.

(b)(4),(b)(7)(E)	

- 19. 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. *THE AGENCY* shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. THE AGENCY must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. 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 CCR via the internet www.ccr.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

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

whenever a change occurs.
THE AGENCY's current DUNS No. is 966-678-872
THE COUNTY SHERIFES OF COLORADO
By:
Title: Executive Director Date: 05/10/2013
Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
$\mathbf{D}^{(b)(6)}$
B. Date: 6413
Special Agent in Charge - Denver Field Division
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:
(b)(4),(b)(7)(E)
UFMS Input Date: <u>6/05/13</u> CT No. <u>D/A</u>
IO No
Printed Name: (b)(6) Signature: (b)(6)

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

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y State of ZIP Code: Little	eton, CO B	0125-9793	City, State and ZIP Code.						
l. (COMPUTATI	ON OF AMOUNT OF	REIMBURSI	MENTS/AL	VANCES	REQU	ESTED	:	
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Less: Cumulative program	income			·	<u> </u>	: -	_	0.00	
Net program outleys (Line line b)	a minus	80,000.00	0.00		0.00		i	80,000.	 DO
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Total (Sum of lines c & d)	<u> </u>	80,000.00	0.00		0.00			80,000.	00
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Federal share now requeste minus ine h)		80,000.00	0.00		0.00		- -	80,000.	00
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by Federal grantor agency for use in	2nd month		 					.00	
making prescheduled advances	3rd month	<u> </u>			•			0.00	
•		ALTERNATE COM	PUTATION F	OR ADVAN	ICES ONLY	r·			
Estimated Federal cash out	lays that will be me	de during period covered by the					\$		
Less: Estimeted belance of	Federal cash on h	and as of beginning of advance	period				Ť		
Amount requested (Line a	minus line b)			•			\$	0.00	
THORIZED FOR LOCAL R	CODADUATION	(Continu							7) 2 and A-110

I certify that to the best of my knewledge and belief the data on the reverse are correct and that all outsitys were made in accordance	SIGNATURE (b)(6)	DATE REQUEST SUBMITTED 05/10/2013
with the grant conditions or other agreement and that payment is	TYPED OR PRINTED NAME AND TITLE (b)(6)	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) (720) 344-(b)(6)
This space for agency use		

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

2 Indicate whether request is prepared on cash or accrued

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance with cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Item Entry

- activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
- 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant of other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 610-13)	APR 3 0 2013
То	(b)(6)
All Domestic Cannabis Eradication/ Suppression Program (DCE/SP) Participating Agencies	Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Eradication/ by electronic transfer. Funds will be transferred dire bank account. In order to process electronic transfer below:	Suppression Program (DCE/SP) is only available cetly into the Letter of Agreement (LOA) agency's s, the following information must be provided
Agency Name on Bank Account: (b)(4),(b)(7)(E)	
Account Number: (b)(4),(b)(7)(E)	
Name of Bank/Financial Institution: (b)(4),(b)(6),(b)(7))(E)
Address of Bank/Financial Institution	
Telephone Number of Bank/Financia	
Contact Person of Bank/Financial In	
Bank/Financial Institution ABA Nun	
(b)(6) Executive Director	
Authorize (b)(6) me & Title	_
	05-10-2013
Signature of Authorized Agency Representative	Date



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 (Nonpro-curement) 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;
- (e) 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,

County Sheriffs of Colorado (I) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a 9008 US Hwy 85 N Unit C violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction: Littleton, CO 80125 (c) 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. Check _____if there are workplaces on file that are not identified Employers of convicted employees must provide notice, here. including position title, to: Department of Justice, Office of Section 67, 630 of the regulations provides that a grantee that Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., is a State may elect to make one certification in each Federal Washington, D.C. 20531. Notice shall include the identification fiscal year. A copy of which should be included with each apnumber(s) of each affected grant; plication for Department of Justice funding. States and State (f) Taking one of the following actions, within 30 calendar days agencies may elect to use OJP Form 4061/7. of receiving notice under subparagraph (d)(2), with respect to Check ____ if the State has elected to complete OJP Form 4061/7. any employee who is so convicted--(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the DRUG-FREE WORKPLACE requirements of the Rehabilitation Act of 1973, as amended; or (GRANTEES WHO ARE INDIVIDUALS) (2) Requiring such employee to participate satisfactorily in a As required by the Drug-Free Workplace Act of 1988, and drug abuse assistance or rehabilitation program approved for implemented at 28 CFR Part 67, Subpart F, for grantees, as such purposes by a Federal, State, or local health, law defined at 28 CFR Part 67; Sections 67.615 and 67.620enforcement, or other appropriate agency; A. As a condition of the grant, I certify that I will not engage (g) Making a good faith effort to continue to maintain a drugin the unlawful manufacture, distribution, dispensing, possesfree workplace through implementation of paragraphs (a), (b), sion, or use of a controlled substance in conducting any (c), (d), (e), and (f). activity with the grant; and B. The grantee may insert in the space provided below the B. If convicted of a criminal drug offense resulting from a site(s) for the performance of work done in connection with the violation occurring during the conduct of any grant activity, I specific grant: will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Place of Performance (Street address, city, county, state, zip code) As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. County Sheriffs of Colorado 9008 US Hwy 85 N Unit C, Littleton, CO 8012 (b)(4)(b)(7)(E)2013-63



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:

- 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 containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.
- 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.
- 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, ct seq.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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.
- 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.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. administrative requirements.
- 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.
- 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rehate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal

It possesses legal authority to apply for the grant; that a resolution, motion or 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.

- 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.
- 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, Intergove-ramental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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.

(b)(6)		
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05/10/2013



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U. S. Department of Justice Drug Enforcement Administration

Agreement Number 2013-112

This Letter of Agreement (LOA) is entered into between the **OREGON DEPARTMENT OF JUSTICE**, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Oregon*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Oregon*. 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.

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2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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 MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) for the period of JANUARY 1, 2013, to DECEMBER 31, 2013, to defrav costs relating to the eradication and suppression of cannabis	
(b)(4),(b)(7)(E)	

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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

Letter of Agreement No. 2013-112
compliance with state or local laws or regulations that permit the manufacture distribution, sale, or use marijuana in contravention of the CSA. [Agency Initial] [b)(6)
All purchases of equipment, supplies and other resources must have approval from DFA
(b)(4),(b)(7)(E)
Devil 1904
Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementus, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with <i>THE AGENCY</i> or program logos. [(b)(4),(b)(7)(E)
(b)(4),(b)(7) -
5. In compliance with Section 623 of Public Law 102-141, THE AGENCY agrees that no amount
of these fands 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.

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9. It is understood and agreed by THE AGENCY that, in return for DEA's payment to THE AGENCY of Federal funds, THE AGENCY will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/1/2013 through 12/31/2013.

- 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.
- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

(b)(4),(b)(7)(E)			

- 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 Oregon 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.

- 19. 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. *THE AGENCY* shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. THE AGENCY must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. 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 CCR via the internet www.ccr.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

prompts for CCR). Both the DUNS number and registration in CCR are free of charge.
Note: It is THE AGENCY's responsibility to update their CCR registration annually or whenever a change occurs.
THE AGENCY'S current DUNS No. is 809790223
THE OREGEN DEPARTMENT OF JUSTICE
Title: Chiet Counsel Date: 5/6/15
Agency, please submit original signed LOA & associated paperwork to your DEA Regional _ Contractor
DRUG ENFORCEMENT ADMINISTRATION (b)(6)
By: Date: _5 9 13 Special Agent in Charge - Seattle Field Division-
SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.
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IO No. (b)(4),(b)(7)(E) DP No. (b)(6)
Printed Name: (b)(6) Signature: (b)(6)
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13.	CERTIFICATION	
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all puttings were made in accordance	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL (b)(6)	DATE REQUEST SUBMITTED 05/06/2013
with the grant conditions or other agreement and that payment is due and has not been previously	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER AND EXTENSION)
requested.	(b)(6) Chief Counsel	(503) 378-(b)(6)

Public (eporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of Information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

ttem Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revertue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an abvance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Item __ Entry

- activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
- 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

STANDARD FORM 270 (Rev. 7-97) Back

Memorandum



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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 (Nonpro-currement) 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 1 352, 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 afficer 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	Oregon Department Department of Justice
(2) Notify the employer in writing of his or her conviction for a	610 Hawthorne Ave SE, Suite 210
violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	Salem, OR 97301
(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 7 th 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	Checkif 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. Checkif the State has elected to complete OJP Form 4061/7.
(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	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)
(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	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-
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).	A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses- sion, or use of a controlled substance in conducting any activity with the grant; and
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)	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	y that the applicant will comply with the above certifications.
I. Grantee Name and Address:	
Oregon Department of Justice 610 Hawthorne Ave SE, Suite 210 Salem, OR 97301	(b)(4).(b)(7)(E)
2. Application Number and/or Project Name	3. Grantee IRS/Vendor Number
Domestic Cannabis Eradication and Suppression Progra	am - 2013-112
4. Typed Name and Title of Authorized Representative	
(b)(6)	
Chief Counsel	6. Date
5 (b)(6)	05/06/2013
OTO BOODLY AND WIND BERN ACTES ON PITELING AND A OSI /2 AND A OSI /4 WHICH ARE OBSOLETE.	*U.S. Government Printing Office: 1996 - 405-087



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including QMB 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:

- 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 toprovide such additional information may
- 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.
- 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.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable
- If 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.
- It will give the spensoring 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.
- It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. administrative requirements.
- 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.
- 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

It possesses legal authority to apply for the grant; that a resolution, motion or 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 Histor 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.

> It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crim 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.

> 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, Intergove-rimental Re 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.

It will comply, and all its contractors will comply, with the nondiscri-refusation requirements of the Omnibus Crime Control and Safe Streets Act of 1958, 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 !! 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 4 Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

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 recipiest of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

It will comply with the provisions of the Coastal Barrier Resources Adt (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.

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05/06/2013

Date

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U. S. Department of Justice Drug Enforcement Administration

(b)(4),(b)(7)(E)

Agreement Number 2013-125

This Letter of Agreement (LOA) is entered into between the *WASHINGTON STATE PATROL*, 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 (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Washington*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating 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 Washington*. 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.

((D)(4),(D)(7)(E)		

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs 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 MILLION TWO

HUNDRED THOUSAND DOLLARS (\$1,200,000.00) for the period of JANUARY 1, 2013, to DECEMBER 31, 2013, to defray costs relating to the eradication and suppression of cannabis.			
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	ND DOLLARS (\$1,200 to defray costs relating to	ND DOLLARS (\$1,200,000.00) for the period to defray costs relating to the eradication and s	ND DOLLARS (\$1,200,000.00) for the period of JANUARY 1, 2013, to defray costs relating to the eradication and suppression of cannabis.

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 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 cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support 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 use marijuana in contrave	local laws or regulations tention of the CSA.	that permit the manufacture [b)(6)	re_distribution, sale, or
All purchases of equipme	ent, supplies and other res	ources must have approve	al from DEA.
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Per the DOJ, none of the mementos, tokens of apprijustified as training aids it logos. (b)(4),(b)(7)(E) (b)(4),(b)(7)(E)	reciation, or other similar	items. Prohibited purcha	ses include items
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(b)(4),(b)(7)(E)	

9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/1/2013 through 12/31/2013.

- 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 three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

(b)(4),(b)(7)(E)	

- 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 Washington 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.

(b)(4),(b)(7)(E)	

- 19. 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. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. 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.
- 20. THE AGENCY must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. 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 A GENCY must then register with CCR via the internet www.ccr.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

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

THE AGENCY's current DUNS No. is 80-888-3854
THE WASHINGTON STATE PATROL
By:(b)(6)
Title: Deputy Chief Date: 5-23-13
Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
DRUG ENFORCEMENT ADMINISTRATION
By: Date: 531 13 Special Agent in Charge - Seattle Field Division
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:
(b)(4),(b)(7)(E)
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a. Total program outlays to date	(As of date)	\$ 1,200,000.00	\$		\$			\$ 1,200	, ¢00.00
b. Less: Cumulative program	n income				,			0.00	
c. Net program outlays (Line line b)	e e minus	1,200,000.00	.0.00		0.00	<u> </u>		1,200	,000.00
d. Estimated net cash outlay period	a for advance	The second section of the second second section of the second section of the second se	erse was first to					0.00	
e. Total (Sum of fines c & d) 1.	1,200,000.00	0.00		0.00	-	-	1,200	,000.00
f. Non-Federal share of amo	unt on line e							.0.00	. :
g. Federal share of amount of	on line e	1,200,000.00						1,200	,000.00
h. Federal payments previou	sly requested							0.00	
i. Federal share now request minus line h)		1,200,000.00	0.00	-	0.00	ı		1,200	,000.00
Advances required by month, when requested	1st month		1 45 44 1			Programme and the second		0.00	
by Federal grantor agency for use in	2nd month							0.00	
making prescheduled advances	, 3rd month							0.00	
12.		ALTERNATE COM	PUTATION	FOR ADVA	NCES ONL	Y		ļ ,t	
a. Estimated Federal cash outlays that will be made during period covered by the advance						}	ļ	\$	
b. Less: Estimated balance	of Federal cash on his	ind as of beginning of edvance	e_period	-					
c. Amount requested (Line a minus line b)				•		[\$ 0.00	
AUTHORIZED FOR LOCAL	REPRODUCTION	(Continu	ued on Reverse))	5	ANDAR		•	7/97) A-102 and A-110
	†				. Pr	8 16 19 16 C	Jy UMB	CHICUMES A	n-rug min m-110

certify that to the best of my	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE
nowledge and belief the data on	(b)(6)	SUBM
e reverse are correct and that all allays were made in accordance		5-
ith the grant conditions or other preement and that payment is ue and has not been previously	TYPED OR PRINTED TO THE (b)(6)	TELE
quested.	Deputy Chief	(34

5-23-13

REQUEST

TELEPHONE (AREA CODE, NUMBER AND EXTENSION)

300) 596 (b)(6)

is space for agency use

Public reporting burden for this collection of Information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

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Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
 - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

/tem

Entry

- activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
- enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

STANDARD FORM 270 (Rev. 7-97) Back

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Memorandum



Subject				Date		
Electronic Funds Transfer (DFN: 610-13)			APR 3 0 2013			
To			(b)(6)		 	
All Domestic Cannabis Eradication/ Suppression Program (DCE/SP) Participating Agencies			Chief, Investigative Support Section DEA Headquarters			
by electronic trans	sfer. Funds will be order to process el	abis Eradication/Supe transferred directly lectronic transfers, the b)(4),(b)(7)(E)	y into the Let	tter of Agreemen	t (LOA) agency's	
Agency Name on					· · · · · · · · · · · · · · · · · · ·	
Account Number:	(b)(4),(b)(7)(E)					
Name of Bank/Fir	nancial Institution:	(b)(4),(b)(6),(b)(7)(E))		1	
Address of Bank/l	Financial Institution	or				
Telephone Number	er of Bank/Financi	a				
Contact Person of	Bank/Financial In	15			·	
Bank/Financial In	stitution ABA Nu	n				
(b)(6)		CFO			· .	
(b)(6)	v Renreactative -			5/23/	3	
Signature of Author	orized Agency Rej	presentative		Date)	
(b)(4),(b)(7)(E)				•	



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 (Nonpro-curement) 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;
- (e) 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 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;	Checkif 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				
(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	agencies may elect to use OJP Form 4061/7. Checkif the State has elected to complete OJP Form 4061/7.				
(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	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				
(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:					
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: Washington State Patrol P.D. Box 42602 Olympia Wa 98504-2602					
Application Number and/or Project Name (b)(4),(b)(7)(E)	3. Grantee IRS/Vendor Number				
DEA: 2013-125 Masilvava Eso	(b)(4),(b)(7)(E)				
I. Typed Name and Title of Authorized Representative	· ·				
(b)(6) Deputy Chief	S-23-13				
6. Signature (b)(6)	6. Date				
	ALLS COMPANY DATE OF A PART OF A PAR				



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:

- It possesses legal authority to apply for the grant; that a resolution, motion or 10. It will assist the Federal granter agency in its compliance with Section 106 of 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 herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.
- 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.
- 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.)
- It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 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 Comptteller 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 13. administrative requirements.
- 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.
- 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 usein 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" 15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal

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

- 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.
- 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, Intergove-mmental 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.

It will comply, and all its contractors will comply, with the nondiscri-mination 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.

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.

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

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 expenditue of most new Federal funds within the units of the Coastal Barrier Resources System.

(b)(6)

Signature