

PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL

EST. 1851

MAIN OFFICE  
P.O. BOX 8590  
AUBURN, CA 95634  
PH. (530)385-7900 FAX. (530)984-7899

TAHOE SUBSTATION  
DRAWER 1710  
TAHOE CITY, CA 96145  
PH. (530)581-6300 FAX. (530)581-6377

**EDWARD N. BONNER**  
SHERIFF-CORONER-MARSHAL

**STEPHEN L. D'ARCY**  
LIEUTENANT SHERIFF

**To: Board of Supervisors**  
**Date: April 17, 2007**  
**From: Edward N. Bonner, Sheriff-Coroner-Marshal**  
**Subject: Drug Enforcement Grant Acceptance and Signature Authority**



**ACTION REQUESTED**

Your Board's Approval is requested to accept the Drug Enforcement Agency grant in the amount of \$15,000 and authorize the Sheriff to execute the grant documents and contract. The purpose of the grant is to support the drug enforcement efforts within Placer County for the arrest, prevention and eradication of controlled substances. The term of the grant is January 1, 2007 through December 31, 2007.

**BACKGROUND**

The Drug Enforcement Agency (DEA) grant augments the Anti-Drug Enforcement (ADA) program budget of the Placer County Sheriff's Department. This grant has been applied for annually. This grant usually provides support for training, supplies and smaller equipment for the Special Operations and Investigation Unit under which these activities fall. In the past, we have been provided an amount not-to-exceed \$8,000. This year, the grant has been provided for \$15,000. The grant does not require matching funds from the County. Your Board's acceptance of the grant and authorization for the Sheriff to execute any related documents is required.

**FISCAL IMPACT**

The DEA grant is included in the budget submitted to your Board. It was originally submitted for \$8,000 and now has been increased to \$15,000. Because this grant spans over two fiscal years, the balance will be adjusted at Final Budget.

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U. S. Department of Justice  
Drug Enforcement Administration

Agreement Number: 2007-33

AGREEMENT

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

There is evidence that trafficking in controlled substances exists and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of **CALIFORNIA**. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and in the investigation and prosecution of cases before the courts of the United States and the courts of the State of **CALIFORNIA** involving controlled substances. The DEA, pursuant to the authority of 21 USC 873, proposes to provide certain necessary funds and **PLACER COUNTY** is desirous of securing funds.

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

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

It is understood and agreed by the parties to this agreement that the activities described in Sub-paragraphs a, b, c, d, and e above shall be provided with the existing personnel and that the scope of **PLACER COUNTY** program with respect to those activities by such personnel, shall be solely at **PLACER COUNTY** discretion, subject to appropriate limitations contained in the budget adopted by **PLACER COUNTY**.

2. DEA will pay to **PLACER COUNTY** the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the period of **JANUARY 1, 2007 TO DECEMBER 31, 2007** to defray the cost relating to the eradication and suppression of illicit marijuana. It is explicitly understood and agreed that Federal funds provided to **PLACER COUNTY** under this agreement may not be used to defray costs relating to herbicidal eradication of marijuana without the advance written consent of DEA.

The Federal funds provided to **PLACER COUNTY** are primarily intended for payment of deputies'/officers' overtime, and salary and overtime of reserve officers while they are actively engaged in the cannabis eradication process, as well as per diem as appropriate and other direct costs related to the actual conduct of cannabis eradication, such as rental of equipment and vehicles, fuel for vehicles and aircraft, and minor repairs and maintenance necessitated by their use to support cannabis eradication. These Federal funds are not primarily intended for purchase of equipment. Unless specifically itemized and approved in advance in the operational plan, expenditures for expendable and non-expendable equipment should not normally exceed 10% of the total Federal funds awarded. All purchases of property having a useful life of one year or more with an acquisition cost of \$300.00 or more per unit or an aggregate cost of \$1,000.00 or more require the advance approval of the Domestic Cannabis Eradication/Suppression Program (DCE/SP) coordinator, unless specifically approved in the operational plan.

If DEA approves the purchase of non-expendable equipment with an acquisition cost of \$5,000.00 or more per unit for the use of **PLACER COUNTY** personnel engaged in cannabis eradication under this Agreement, DEA may elect to claim ownership of the equipment at the termination of this Agreement. DEA may also, at its discretion, allow **PLACER COUNTY** to retain ownership of the equipment for its future use in accordance with applicable Federal rules and regulations.

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

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

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

5. **PLACER COUNTY** shall permit and have available for examination and auditing by DEA, the United States, Department of Justice or the Comptroller General of the United States, or any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. In addition, **PLACER COUNTY** will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever sooner.

6. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is (01/2007) to (12/2007). The audit report must be submitted no later than (01/2009) and each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. Subsequent audits must be submitted no later than thirteen (13) months after the close of the recipient organization's audited fiscal year. The submission of the audit report shall be as follows:

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

DOJ Regional Inspector General for Audit  
San Francisco Regional Audit Manager  
1200 Bayhill Drive, Suite 201  
San Bruno, California 94066  
(415) 876-9220

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

Audit Services  
Office of the Controller  
Office of Justice Programs  
810 7<sup>th</sup> Street, N.W., Room 5303  
Washington, D.C. 20531

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DOJ Regional Inspector General for Audit  
San Francisco Regional Audit Manager  
1200 Bayhill Drive, Suite 201  
San Bruno, California 94066  
(415) 876-9220

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

Audit Services  
Office of the Controller  
Office of Justice Programs  
810 7<sup>th</sup> Street, N.W., Room 5303  
Washington, D.C. 20531

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

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

The recipient acknowledges that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting the recipient to payment by reimbursement on a case basis.

7. Executive Order 12549

The participant agrees that an authorized officer or employee will execute and return to the DEA Investigative Support Section (OMS), 2401 Jefferson Davis Highway, Alexandria, Virginia 22301, the attached OJP Form 4061/6, "Certification Regarding Lobbying, Debarment, Suspension, and other Responsibility Matters; and Drug Free Workplace Requirements." The participant acknowledges that this agreement will not take effect and that no Federal funds will be awarded by DEA until the completed certification is received.

8. Disclosure of Federal Participation

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

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services (including construction services) that have an aggregate value of \$500,000 or more.

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

10. **PLACER COUNTY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act (as incorporated in the Civil Rights Act of 1991) and all requirements imposed or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42. Subparts C, D, and F.

11. Within sixty (60) days after termination of the Agreement, **PLACER COUNTY** will prepare a December Monthly Accounting Form and a SF-269, Financial Status Report, itemizing the breakdown of final expenditures. The December Accounting form and the SF-269, along with a refund check, payable to DEA for any unexpended funds which were advanced by DEA, pursuant to this Agreement will be returned to DEA.

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

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

THE PLACER COUNTY SHERIFF'S DEPARTMENT

By: \_\_\_\_\_

Title: Sheriff-Coroner-Marshall

Date: \_\_\_\_\_

DRUG ENFORCEMENT ADMINISTRATION

By: *Javier F. Pena*  
Javier F. Pena  
Special Agent in Charge  
San Francisco Field Division

Date: 3/26/07

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO FFS**

ACCOUNTING CLASSIFICATION/OBLIGATION NO.; SDCER II ACCOUNT:

07A- \_\_\_\_\_

FFS INPUT DATE: \_\_\_\_\_, BY: \_\_\_\_\_

**TO BE FILLED OUT BY HEADQUARTERS:**

APPROVAL FOR PAYMENT

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

Amount:	<u>\$15,000.00</u>
Obligation Doc No.	<u>See Above</u>
Line No.	_____
Signature	_____
Printed Name /Title	<u>Philip A. Jessar - Chief, Investigative Support Section</u>
Date Approved	_____



<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO <b>0348-004</b>		PAGE _____ OF _____ PAGES
		1 TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input checked="" type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2 BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL	
3 FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED DRUG ENFORCEMENT ADMINISTRATION		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 2007-33		5 PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6 EMPLOYER IDENTIFICATION NUMBER 94 000527	7 RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER N/A	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) TO (month, day, year) JANUARY 1, 2007 DECEMBER 31, 2007	
9 RECIPIENT ORGANIZATION Name  Number and Street  City, State and ZIP Code:		10 PAYEE (Where check is to be sent if different than item 9) Name: PLACER COUNTY SHERIFF'S DEPARTMENT  Number and Street: Post Office Box 6990  City, State and ZIP Code: Auburn, California 95603	

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS:FUNCTIONS:ACTIVITIES	(a)	(b)	(c)	TOTAL
	Original LOA			
a Total program outlays to date (As of date)	\$ 15,000.00	\$	\$	\$ 15,000.00
b Less Cumulative program income				0.00
c Net program outlays (Line a minus line b)	15,000.00	0.00	0.00	15,000.00
d Estimated net cash outlays for advance period				0.00
e Total (Sum of lines c & d)	15,000.00	0.00	0.00	15,000.00
f Non-Federal share of amount on line e				0.00
g Federal share of amount on line e	15,000.00			15,000.00
h Federal payments previously requested				0.00
i Federal share now requested (Line g minus line h)	15,000.00	0.00	0.00	15,000.00
j Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month	15,000.00		15,000.00
	2nd month			0.00
	3rd month			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY	
a Estimated Federal cash outlays that will be made during period covered by the advance	\$
b Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c Amount requested (Line a minus line b)	\$ 0.00

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## 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 has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE  Edward N. Bonner, Sheriff-Coroner-Marshall	TELEPHONE (AREA CODE, NUMBER AND EXTENSION)  (530)889-7800

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:

Item	Entry	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.		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.
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.	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.
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.	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.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	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.
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.	13	Complete the certification before submitting this request.
<p>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.</p>			
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		



# Memorandum



Subject	Date
Grantee Information for ACCESS	<b>MAR 14 2007</b>

To: Audit Services  
From: Drug Enforcement Administration  
Investigative Support Section

1. GRANTEE: Placer County Sheriff's Dept
2. GRANTEE ADDRESS: P.O. Box 6990  
Auburn, CA 95604
3. GRANT/LOA NO.: 2007-33
4. GRANT PERIOD: 1-1-07 to 12-31-07
5. AUDIT REPORT PERIOD: 1-1-07 to 12-31-07
6. COGNIZANT AGENCY: DOJ/Drug Enforcement Administration
7. RECIPIENT TYPE: 01 AGENCY LEVEL: 03  
(Code) (Code)

### Recipient Type and Agency Level Codes:

01 -- Law Enforcement      02 -- State      03 -- County      04 - City

### 8. REASON OR MEMO: (Check as many of the following as apply)

- |                                   |   |                                   |     |
|-----------------------------------|---|-----------------------------------|-----|
| a. New Grantee:                   | [ ]                                     | e. Change in Audit Report Period: | [ ] |
| b. New Award:                     | [ <input checked="" type="checkbox"/> ] | f. Change in Cognizant Agency:    | [ ] |
| c. Change in Grantee Address:     | [ ]                                     | g. Other: _____:                  | [ ] |
| d. Change in Audit Report Period: | [ ]                                     | (Specify)                         |     |

**NOTE:** If submission is for a CHANGE ONLY (8c - 8g) to information previously submitted to Audit Services, you will only need to complete Item 1 in Items 1-6 in addition to your change information.

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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 Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon 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 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 connection with obtaining, attempting to obtain, or performing a

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 drugs 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, the employee will-

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(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, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check  if there are workplace on file that are not identified here.

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

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

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with 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 Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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:

Placer County Sheriff's Dept  
P.O. Box 6990  
Auburn, CA 95604

2. Application Number and/or Project Name

2007-33  
Domestic Cannabis Eradication/Suppression

3. Grantee IRS/Vendor Number

94-6000527

4. Typed Name and Title of Authorized Representative

Edward N. Bonner, Sheriff-Coroner-Marshal

5. Signature

6. Date

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