To: Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff Coroner-Marshal
Date: May 18, 2010
Subject: Agreement between the Placer County Sheriff Coroner-Marshal and the Drug Enforcement Administration

Action Requested
Your Board is requested to approve the agreement between the Placer County Sheriff Coroner-Marshal (PCSO) and the Drug Enforcement Administration (DEA) for $40,000. Your approval is requested for the Sheriff to execute documents related to this agreement. These funds 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, 2010 through December 31, 2010. These funds will be included in the FY 10/11 budget. There is no impact to the General fund.

Background
The Drug Enforcement Agency (DEA) funds augment the Anti-Drug Enforcement (ADA) program budget of the Placer County Sheriff’s Department. These funds have been provided on an annual basis. These funds provide support for overtime, training, supplies, miscellaneous equipment and helicopter costs to support drug enforcement efforts within Placer County. This year’s funding is for $40,000. Your Board’s approval to accept these funds and authorization for the Sheriff to execute all related documents is required.

Fiscal Impact
The current amount in the proposed budget is $32,000. This amount will be increased to $40,000 in the FY 10/11 final budget to reflect the increase of $8,000. There is no additional impact to the General fund.
This Letter of Agreement (LOA) is entered into between the \textit{PLACER COUNTY SHERIFF'S DEPARTMENT} hereinafter referred to as \textit{PLACER COUNTY} and the DRUG ENFORCEMENT ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF JUSTICE, hereinafter referred to as DEA, in 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 \textit{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 \textit{State of California} involving controlled substances. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and \textit{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. \textit{PLACER COUNTY} will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
   
   a. Gather and report intelligence data relating to the illicit cultivation, possession and distribution of cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the \textit{State of California}.
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
   f. Submit to DEA monthly statistical reports and quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs a, b, c, d, e and f above shall be accomplished with existing personnel and that the scope of \textit{PLACER COUNTY's} program with respect to those activities by such personnel shall be solely at \textit{PLACER COUNTY's} discretion, subject to appropriate limitations contained in the budget adopted by \textit{PLACER COUNTY}.
3. DEA will pay to PLACER COUNTY Federal funds in the amount of **FOURTY THOUSAND DOLLARS** ($40,000.00) for the period of JANUARY 1, 2010 TO DECEMBER 31, 2010 to defray costs relating to the eradication and suppression of illicit cannabis. PLACER COUNTY explicitly understands and agrees that Federal funds provided to PLACER COUNTY under this Agreement may not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. While using the Federal funds provided to PLACER COUNTY under this Agreement for activities on Federal land, PLACER COUNTY agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, Bureau of Reclamation) of PLACER COUNTY'S presence on Federal land.

4. The Federal funds provided to PLACER COUNTY are primarily intended for payment of deputies'/officers' salaries and overtime while those deputies and officers are directly engaged in the cannabis eradication process, as well as for 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 intended primarily for the purchase of equipment or supplies. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. All purchases of property with an acquisition cost of $300.00 or more per unit or an aggregate cost of $1,000.00 or more requires the advance approval of the Domestic Cannabis Eradication/Suppression Program (DCE/SP) coordinator. Though equipment/supplies may be specifically itemized in the Operation Plan, they are not automatically approved for purchase. All request for purchases must be received by HQ/OMS by October 15th.

5. In compliance with Section 623 of Public Law 102-141, PLACER COUNTY agrees that no amount of these funds shall be used to finance the acquisition of goods or services (including construction services) unless PLACER COUNTY:

   (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.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.3), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, PLACER COUNTY shall compensate DEA for DEA's share.
7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000.00 or more per unit) for the use of PLACER COUNTY's personnel engaged in cannabis eradication under this Agreement, PLACER COUNTY will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32.

8. 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 Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to PLACER COUNTY under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to PLACER COUNTY during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and a October thru December (FINAL) Accounting Form.


10. PLACER COUNTY agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." 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 PLACER COUNTY under the single audit requirement is (01/1/2010) through (12/31/2010).

11. PLACER COUNTY acknowledges that arrangements have been made for any required financial and compliance audits, and audits will be made within the prescribed audit reporting cycle. PLACER COUNTY 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 PLACER COUNTY to payment by reimbursement on a cash basis.

12. 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 government accounting principles 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.
13. **PLACER COUNTY** shall permit and have available for examination and auditing by DEA, the United States 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, **PLACER COUNTY** 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.

14. **PLACER COUNTY** agrees that an authorized officer or employee will execute and return to the DEA New Orleans Field Division, the Letter of Agreement (LOA); Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; and Drug Free Workplace Requirements (OJP Form 4061/6); and the Assurances (OJP Form 4000/3). **PLACER COUNTY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

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

16. **PLACER COUNTY** shall be responsible for the acts or omissions of **PLACER COUNTY** personnel. **PLACER COUNTY** and **PLACER COUNTY**'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 federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the United States Government for any claims, demands, suits, liabilities or causes of action of whatever kind and designation, and wherever located in the State of California resulting from the DCE/SP funded by DEA.

17. **PLACER COUNTY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

18. Within sixty (60) days after termination of the Agreement, **PLACER COUNTY** will prepare a October thru December (FINAL) Accounting Form and a SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, 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 your DEA Regional Contractor by March 1st.

19. Upon submission of the October thru December (FINAL) Accounting Form and SF-425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of $2,500, that was previously approved by OMS and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.
20. The duration of this Agreement shall be as specified in Paragraph 3. This Agreement may be terminated by either party for good cause shown after thirty days 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 PLACER COUNTY within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by the 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 liquidation period.

21. PLACER COUNTY must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. First, PLACER COUNTY 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, PLACER COUNTY 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 PLACER COUNTY'S responsibility to update its registration annually, or whenever a change occurs.

PLACER COUNTY’S current DUNS No. is ______ .

PLACER COUNTY’S opportunity to enter into this Agreement with DEA and to receive the Federal funds expires on June 1, 2010.

THE PLACER COUNTY SHERIFF’S DEPARTMENT

By: _______________________________

Title: SHERIFF - CORONER - MARSHAL Date: ________________

DRUG ENFORCEMENT ADMINISTRATION

By: _______________________________

Special Agent in Charge Date: ________________

San Francisco Field Division

Please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

Please submit original signed LOA & associated paperwork to your Fiscal Office.
DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS

ACCOUNTING CLASSIFICATION/OBLIGATION NO.: DOM-G2/001-I:

10/10/S1R/OM/3210000/DOM-G2/001-EDCE/OPS

UFMS INPUT DATE: ____________, BY: ________

Please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

## 1. TYPE OF PAYMENT REQUESTED

- [O] ADVANCE  
- [ ] REIMBURSEMENT

## 2. BASIS OF REQUEST

- [ ] CASH  
- [ ] 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

2010-39

## 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST


## 6. EMPLOYER IDENTIFICATION NUMBER

91-6000527

## 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, 2010  
- DECEMBER 31, 2010

## 9. RECIPIENT ORGANIZATION

Name: PLACER COUNTY SHERIFF'S DEPARTMENT

Number and Street: Post Office Box 6990

City, State and ZIP Code: Auburn, CA 95603

## 10. PAYEE (Where check is to be sent if different than Item 9)

Name:  
Number and Street:  
City, State and ZIP Code:

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

<table>
<thead>
<tr>
<th>PROGRAMS/FUNCTIONS/ACTIVITIES</th>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>TOTAL</th>
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<tr>
<td>Original LOA</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>Less: Cumulative program income</td>
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<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>Net program outlays (Line a minus Line b)</td>
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<td>0.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Estimated net cash outlays for advance period</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total (Sum of lines c &amp; d)</td>
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<td>0.00</td>
<td>0.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Non-Federal share of amount on line e</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Federal share of amount on line e</td>
<td>40,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Federal payments previously requested</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Federal share now requested (Line g minus line h)</td>
<td>40,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>40,000.00</td>
</tr>
</tbody>
</table>

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line a: Estimated Federal cash outlays that will be made during period covered by the advance</td>
<td>$</td>
</tr>
<tr>
<td>Line b: Less: Estimated balance of Federal cash on hand as at beginning of advance period</td>
<td>$</td>
</tr>
</tbody>
</table>

Authorized for local reproduction (Continued on reverse)

Standard Form 270 (Rev. 7-97)

Prescribed by OMB Circulars A-102 and A-110

Authorized for local reproduction
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.

Edward A. Ramirez
Signature or Authorized Certifying Official

DATE REQUEST SUBMITTED

TELEPHONE AREA CODE, NUMBER AND EXTENSION

INSTRUCTIONS

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

Item 2: Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.

Item 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.

Item 5: Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.

Item 7: This space is reserved for an account number or other identifying number that may be assigned by the recipient.

Item 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.

Item 11a: Enter the "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.

Item 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.

Item 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.

Item 13: Complete the certification before submitting this request.
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 (Nonprosecution) 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 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.

(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 12548, 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, or proposed for debarment, declared ineligible, 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

(b) 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 67.513 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 ongoing 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, the employee will—

(e) 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;

(f) 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); and

(g) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(h) 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;
(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, county, state, zip code)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantor Name and Address

PLACEZ COUNTY SHERIFF'S DEPT
2929 RICHARDSON DR
AUBURN CA 95603 94-600527

2. Application Number and/or Project Name

2010-34 DOMESTIC CANNABIS EDUCATION SUPPRESSION

3. Grantee IRS/Vendor Number


4. Typified Name and Title of Authorized Representative

EDWARD N. DONNER

5. Signature

6. Date
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, 28 CFR Part 96, and Uniform Administrative Requirements for Grants and Cooperative Agreements - 2 CFR Part 200, 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 or motion or similar action has been adopted or passed as an official act of the applicant governing body, authorizing the filing of the application, including all attachments and documents contained herein, and recognizing and authorizing the person identified as the official representative of the applicant to act in connection with the application and represent such additional information as 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 just and reasonable treatment of persons displaced as a result of Federal and federally assisted programs.

3. It will comply with provisions of Federal law which limits certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.

5. It will establish safeguards to monitor employees from using their positions for a purpose other than the performance of their official duties in order to prevent them from benefiting from the grant.

6. 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 administrative requirements.

8. It will ensure that the facility under its ownership, lease or supervision which will be utilized in the accomplishment of 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. 973, as approved December 31, 1976. Section 102(a) requires, on and after March 2, 1976, the purchase of flood insurance in communities where such insurance is available at a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for areas that are listed by the Secretary of the Department of Housing and Urban Development as having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guarantee, insurance payment, rebate, subsidy, or any other form of direct or indirect Federal assistance.

10. It will comply with requirements of all the current editions of the Office of Justice Programs Financial and Administrative Guide for Grants, 28 CFR 36, 37, 38, or other applicable Federal laws, orders, regulations, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 13, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Interpretable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Interagency Review of Department of Justice Program and Activities; Part 42, Nondiscrimination and Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, regulations, or regulations.

12. It will comply with all Federal and State regulations applicable to Federal Assistance Programs.

13. It will comply with the requirements of the Environmental Protection Agency (EPA)’s list of violating facilities and that it will make a finding of discrimination after a due process hearing on the grounds of race, color, sex, or disability against a recipient of Federal assistance.

14. It will, and shall include all forms of training, guidance, accounting, reporting, and any other measures taken to ensure compliance with the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, 28 CFR 36, 37, 38, or other applicable Federal laws, orders, regulations, or regulations.

15. It will comply with requirements of all the current editions of the Office of Justice Programs Financial and Administrative Guide for Grants, 28 CFR 36, 37, 38, or other applicable Federal laws, orders, regulations, or regulations.

16. It will comply with the provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, Title VI of the Civil Rights Act of 1964, as amended; Title VI of the Civil Rights Act of 1968, as amended; Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and the provisions of 29 CFR Part 13, Subpart C, D, E, and G; and Department of Justice regulations on disability discrimination, Title II and Title IX.

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, sex, or disability against a recipient of Federal assistance, 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, to include but not limited to the provisions of the Civil Rights Act of 1964, as amended, 42 USC 2000(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; Section 504 of the Rehabilitation Act of 1973, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975; Office of Education Uniform Requirements for Federal Assistance Programs; and Department of Justice regulations on disability discrimination, Title II, Title IX, Title V, and Title X.

It will, and shall include all forms of training, guidance, accounting, reporting, and any other measures taken to ensure compliance with the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, 28 CFR 36, 37, 38, or other applicable Federal laws, orders, regulations, or regulations.

It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3930 et seq) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resource System.

Signature

Date