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DEA Form (July 1976) - 19



### U. S. Department of Justice Drug Enforcement Administration

#### Agreement Number 2014-71

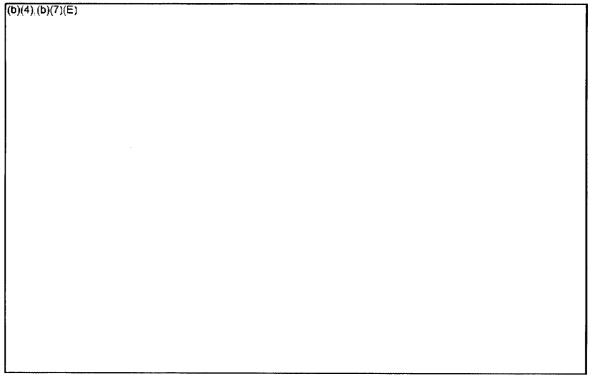
This Letter of Agreement (LOA) is entered into between the *ILLINOIS STATE POLICE*, hereinafter referred to as (*THE AGENCY*), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

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

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.



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. 2014-71  compliance with state or local laws or regulations that permit the manufuse marijuana in contravention of the CSA.  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 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 acquisition of goods or services unless THE AGENCY:
<ul> <li>(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</li> <li>(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.</li> </ul>
(b)(4),(b)(7)(E)

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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 01/01/2014 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 Illinois 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)

DNO

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 response whenever a change occurs.	ibility to update their	SAM registration annually or
THE AGENCY'S current DUNS No.	is (b)(4),(b)(7)(E)	
THE AGENCY's opportunity to enter Federal funds expires sixty days from	r into this Agreement w date of issuance. Agre	ith DEA and to receive the ement issued on <u>63-14-14</u> .
ILLINOIS STATE POLICE		
Ву:		
Title: Director		Date: 3/26/14
Agency, please submit original signed Contractor (b)(7)(C)	LOA & associated pap	verwork to your DEA Regional
DRU	ATION	. 1
By: Sp Chicago Fiell Division		Date: 3-3)-4
SAC, please submit original signed L(	DA & associated paper	work to your Fiscal Office.
DEA DIVISIONAL FISCAL CLERK MUS SECTION	T INPUT INTO UFMS &	COMPLETE THE BOTTOM OF THIS
ACCOUNTING CLA	ASSIFICATION/OBLI	GATION NUMBER:
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(b)(7)(C) Printed Nam	(b)(7)( Signature:	<u> </u>

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

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h. Federal payments previou							0.00
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by Federal grantor agency for use o	2nd month		1				0.00
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13.	CERTIFICATION	
I carlify 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	SIGNATURE OF AUTHORIZED CERTIFYING CERCULE (b)(7)(C)	DATE REQUEST SUBMITTED
due and has not been previously requested.		TELEPHONE (AREA CODE, NUMBER AND EXTENSION) (b)(7)(C)
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Letter of Agreement No. 2014-71

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 geoded, and completing and reviewing the collection of information. Send comments regarding the burden astimate 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 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:

Kem

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 data," 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.

STANDARD FORM 270 (Rev. 7-97) Back

### Memorandum



Subject	Date
Electronic Funds Transfer	March 17, 2014
(DFN: 601-13)	•
То	From
All Domestic Cannabis Eradication/Suppression	(b)(7)(C),(b)(7)(F)
Program (DCE/SP) Participating Agencies	Chief, Investigative Support Section
	DEA Headquarters
Funding for the Domestic Cannabis Eradication/Su	ppression Program (DCE/SP) is only available by
electronic transfer. Funds will be transferred direct account. In order to process electronic transfers, the	tly into the Letter of Agreement (LOA) agency's bank
account. In order to process electronic transfers, the (b)(4),(b)(7)	(E)
Agency Name on Bank Account:	
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	(b)(7)(C)
Telephone Number of Bank/Financial Institution:	
-	
Contact Person of Bank/Financial Institution:	
Bank/Financial Institution ABA Number:	
Director	
(b)(7)(C) Name & Title	
	3/26/14
resentative	Date

Letter of Agreement No. 2014-71



6

#### **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 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 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 369 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

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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-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 nordiscri-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)(7)(C)		
		3/26/14
S	Letter of Agreement No. 2014-71	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 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;

- (e) 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,

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<ul><li>(1) Abide by the terms of the statement; and</li><li>(2) Notify the employer in writing of his or her conviction for a</li></ul>			
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;	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.		
(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 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-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 drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).	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	B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I		
specific grant:	will report the conviction, in writing, within 10 calendar days		
	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice		
specific grant: Place of Performance (Street address, city, county, state, zip	will report the conviction, in writing, within 10 calendar days		
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certifit. Grantee Name and Address:  Illinois State Police 801 South Seventh Street, Suite 700-S	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice		
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certifit. Grantee Name and Address:  Illinois State Police 801 South Seventh Street, Suite 700-S  Springfield, IL 62703-2487	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice		
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certifit. Grantee Name and Address:  Illinois State Police 801 South Seventh Street, Suite 700-S  Springfield, IL 62703-2487  2. 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  y that the applicant will comply with the above certifications.  3. Grantee IRS/Vendor Number		
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certifit. Grantee Name and Address:  Illinois State Police 801 South Seventh Street, Suite 700-S  Springfield, IL 62703-2487  2. Application Number and/or Project Name  2014-71 Domestic Cannabis Eradication/Suppression F	will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice  y that the applicant will comply with the above certifications.  3. Grantee IRS/Vendor Number		
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specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certify  Grantee Name and Address:  Illinois State Police 801 South Seventh Street, Suite 700-S  Springfield, IL 62703-2487  2. Application Number and/or Project Name  2014-71 Domestic Cannabis Eradication/Suppression F  4. 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  y that the applicant will comply with the above certifications.  3. Grantee IRS/Vendor Number		

OIP FORM 4061-9 REPLACES OIF FORMS 4061/2, 4061/1 AND 4061/4 WHICH ARE OBSOLETE

bel munic	LILE CORY	(b)(7)(C)		707	PURCHASE ORDER / C	ONTROL NO.
U.S. DEPAR DRUG ENFORCE REOL	TMENT OF JUSTICE EMENT ADMINISTRATION JISITION FOR UPPLIES, OR SERVICES	7 - / 4 3 PAGE 1	OF 1 PAGE	04 GE	C5-19-2014	
	ection on Reverse;	11	estioning point - name	and location)		
ontracting Officer ong Enforcement Addition Officer	ministration fice	(b)(7)(C),(			ר	
RECOMMENDED SOURCE		9 REQUIRED	DELIVERY DATE			
ontracting Officer		10 FEDERAL	SUPPLY CONTRACT N	O (If known		
AND ACTIVITY ACCOU	INTS CHARGEABLE AND OBJECT CLASSIES	(b)(7)(C).(b)(	7)(F)			
)(4),(b)(7)(E)				_	ecial Agent	in Chq
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FORM OR STOCK NO.	DESCRIPTION OF ARTICLES	OR SERVICES	I .	1 1		
[14]	Funding for LOA Gila		1161	117) lot	(18) 35,060.00	(19) 35,000.0
4),(b)(7)(E)	JUSTIFICATION: Request for funding Letter of Agreement DEA Headquarters. Cattached.	pursuant t approved b	Y		DEA PHOENIX	ECEIVED
Drug Enforcement A SA(b)(7)(C),(b)(7)(F) 3010 N. 2nd Street Phoenix, AZ 8501	dministration   FREIGHT   MAIL   22 REMARKS	PARCEL POST OTHER SOUR	FXPRESS in remarks)		TOTAL	35,000



### U. S. Department of Justice Drug Enforcement Administration

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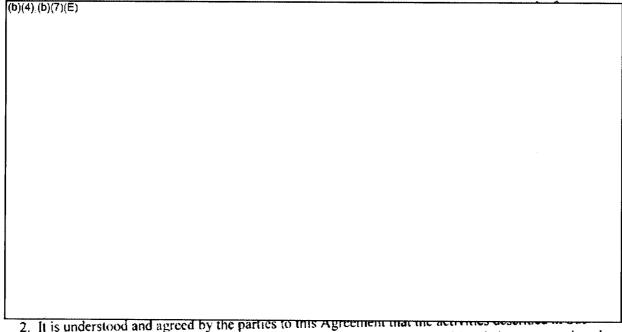
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Agreement Number 2014-04

This Letter of Agreement (LOA) is entered into between the *GILA COUNTY SHERIFF'S OFFICE*, 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 Arizona*. 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 Arizona*. 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.

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



2. It is understood and agreed by the parties to this Agreement that the activities described paragraphs a, b, c, d, c, 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 THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) 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)						
(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

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Compliance with state or local laws or regulations that permit the manufac (7) (C) distribution, sale, or use marijuana in contravention of the CSA.

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 *THE AGENCY* or program logos. (b)(4),(b)(7)(E)

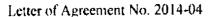
- 5. In compliance with Section 623 of Public Law 102-141, *THE AGENCY* agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless *THE AGENCY*:
  - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services 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.

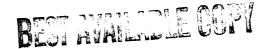
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9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMR Circular A-102 (administrative 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)			

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Letter of Agreement No. 2014-04

Page 6

- 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 Arizona 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) <sub>-</sub> (b)(7)(E)		
<u> </u>		

- 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)

Page 7

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Letter of Agreement No. 2014-04 4

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.

1

	Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.
	(b)(7)(E)
	THE AGENCY's current DUNS No. is (b)(7)(E)
	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 <u>03/10/2014</u> .
	GILA COUNTY SHERIEF'S OFFICE. (b)(7)(C),(b)(7)(F)
<b>-</b>	By:
	Title: Date: 4-16-14
	N Company of the Comp
	Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
	DRUG ENFORCEMENT ADMINISTRATION
	DRUG ENFORCEMENT ADMINISTRATION  (b)(7)(C) (b)(7)(F)  Date: 6/2//9
	Date: Date:
	Phoenix 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)
	(b)(4),(b)(7)(C),(b)(7)(E)
h)(4)	UFMS Input Date: 6/3/14
0)(4)	,(b)(7)(Ē)
	DEA Pagional
	Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional
	Contractor. (b)(7)(C),(b)(7)(F)
	Approved: Date: 5-6-2014  Approved as to form: (b)(7)(C),(b)(7)(F)
	(b)(7)(C),(b)(7)(F)
	Approved as to form: Page 22

			OME APPROV	AL NO.		PAGE	<b>⊘</b> F
				0348-004	ļ		PAGES
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,,	instructions on bac			FINAL	PARTIAL		_
3. FEDERAL SPONSORING. TO WHICH THIS REPORT	I IŞ SUBMITTED		DENTIFY	GRANT OR OTHER NG NUMBER ASSIG ALAGENCY	NED		PAYMENT REQUEST R FOR THIS REQUEST
DRUG ENFORCEN	MENT ADMI	NISTRATION	2014-0				
6. EMPLOYER IDENTIFICAT		TSACCOUNT NUMBER	8.		RED BY THIS REQU	EST TO MM-DO	2-1999)
(4),(b)(7)(E)	N/A		FROM (MM-C	•	/01/2014	10	12/31/2014
9. RECIPIENT ORGANIZATIO			10. PAYEE (	Where check is to be	sent i different than its	m \$)	
Name: Gila C	County Sherif	l's Office	Name:				
Number 1100 3	South Street	(P. O. Box 311)	Number and Street				
on one Globe	, AZ 85501		City State				
and ZIP Code			City, State and ZIP Co				
11.	COMPUTATIO	N OF AMOUNT OF		SEMENTS/AL		JESTED	
		(a)	(b)		(c)		
ROGRAMS/FUNCTIONS/A	activities >	Original Letter of Agreement					TOTAL
a. Total program outlays to date	(As of date)	\$ 35,000.0	00				\$ 35,000.00
b. Less: Cumulative program	income						0.00
c Net program outlays (Line line b)	a ittélus	\$ 35,000.	00	0.00		0.00	\$ 35,000.00
d. Estimated net cash outlay:	s for advence						0.00
e Total (Sumofines c &d)		\$ 35,000.	00	0.00	0.	00	\$ 35,000.00
f Non-Federal share of amou							0.00
g. Federal stars of amounto		\$ 35,000.	00				\$ 35,000.00
							0.00
Federal payments previous     Federal share now requests     minus (the h)		\$ 35,000.	00				\$ 35,000.00
J. Advences required by month, when requested	ist month			0.00			
by Federal grantor agency for use in	2nd month						0.0
making prescheduled advences	3rd month						0.0
12.		ALTERNATE CO	MPUTATIO	N FOR ADVA	NCES ONLY		
a Estimated Federal cash or	uleys that will be mad	le during period covered by	the advance			\$	
b. Less. Estimated balance	of Federal cash on ha	and es of beginning of adven	æ period				
c. Amount requested (Line						\$	0.0
AUTHORIZED FOR LOCAL		(Cont	nued on Revo	rse)			70 (Rev 7-97)

3...

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.

<del>-</del> -		
SIGNATURE OR AUTHORIZED CERT! (b)(7)(C),(b)(7)(F)	FYING OFFICIAL	DATE REQUEST SUBMITTED
(=)(-)(-)(-)(-)		04/14/2014
		TELEPHONE (AREA CODE. NUMBER AND EXTENSION)
	Gila County	(b)(7)(C).(b)(7)(F)

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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 mantaining the data needed, and completing and reviewing the collection of information. Send comments reparating the burden estimate or any other askect 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.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the reopient
- 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 I 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

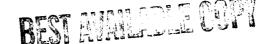
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activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions, or activities should be shown in the "total" column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

STANDARD FORM 270 (Rev. 7-97) Back

### Memorandum





Subject Electronic Funds Transfer (DFN: 601-13)	Date 04-14-14 March 9, 2014
All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies	From  (b)(7)(C),(b)(7)(F)  Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Fradication/Supelectronic transfer. Funds will be transferred directl account. In order to process electronic transfers, the Agency Name on Bank Account:  Account Number:  Name of Bank/Financial Institution:	io min the redict of Walcetiche (novel decisa)
Address of Bank/Financial Institution:  Telephone Number of Bank/Financial Institution:	(b)(7)(C)
Contact Person of Bank/Financial Institution:  Bank/Financial Institution ABA Number:	LOA Number: 2014-04
e	7/14/14 Date



U.S. Department of Justice Office of Justice Programs Office of the Comptroller.

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### 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-carement) 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. LÖBRYING

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 of 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 gram, 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—

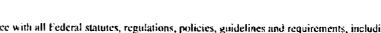
- $\Lambda.$  The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (h) Establishing an on-going drug-free awareness program to inform employees about--
- (1) The dangers of drug abuse in the workplace;
- (2) The gramee'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) Nutifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant.

	bie.	u bridståmbrestam Call B		
(1) Abide by the terms of t	he statement; and	<u> </u>		
violation of a criminal drus	writing of his or her conviction for a g statute occurring in the workplace days after such conviction:			
after receiving notice unde employee or otherwise rece Employers of convicted en including position title, to: Justice Programs, ATFN: 6 Washington, D.C. 20531.1 number(s) of each affected (f) Taking one of the follor	wing actions, within 30 calendar days 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.  Check if the State has elected to complete OJP Form 4061/7.		
employee, up to and inclu-	sonnel action against such an ling termination, consistent with the ilitation Act of 1973, as amended; or	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)		
(2) Requiring such employ drug abuse assistance or re such purposes by a Federa	ee to participate satisfactorily in a chabilitation program approved for if. 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, possession, or use of a controlled substance in conducting any activity with the grant; and		
B. The grantee may insert site(s) for the performance specific grant:	in the space provided below the cof work done in connection with the cet address, city, county, state, zip	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		
		y that the applicant will comply with the above certifications.		
Grantee Name and Addr     Grantee Name & Shoriffee				
Gila County Sheriff's 1100 South Street (P	O. Box 311)	~		
Globe, AZ 85501  2. Application Number and	Vor Project Nanic	3. Grantee 1RS/Vendor Number		
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2014-04		(b)(7)(C)		
4. Typed Name and Title (	f Authorized Representative	1. 241		
(b)(7)(C),(b)(7)(F)		ne e		
5. Signature (b)(7	)(C),(b)(7)(F)	6. Date		
		4-16-14		
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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 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.
- 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 of applicable.
- 3 It will establish safegoards 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 Comproller 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 spensoring 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 Volating 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 Dicaster 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 foan or grant, or any other form of direct or indirect Federal assistance.

It will assist the Federal grantur agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 f/SC 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 grantur agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantur 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.
- 2. 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-romental 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; Pan 63, Floodplain Management and Weiland 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 Omnihus 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, Subports 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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Signature		

5-147 Date

LOA NUMBER - 2014-04

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Previous edition dated 8/73 may be used until stock is exhausted



### U. S. Department of Justice Drug Enforcement Administration

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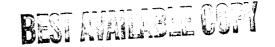
#### Agreement Number 2014-62

This Letter of Agreement (LOA) is entered into between the *DELAWARE STATE POLICE*, 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 Delaware*. 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 Delaware*. 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)			

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



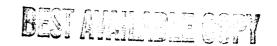
Letter of Agreement No. 2014-62

Page 2

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.

(b)(4),(b)(7)(E)	
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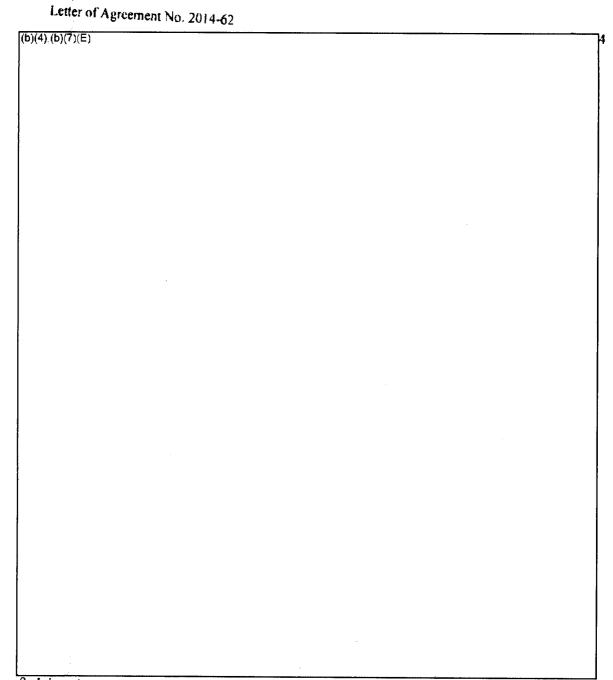
4. The Federal funds provided to THE AGENCY are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General 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



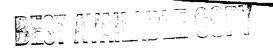
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9. It is understood and agreed by THE AGENCY that, in return for DEA's payment to THE AGENCY of Federal funds, THE AGENCY will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative 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



Letter of Agreement No. 2014-62

Page 5

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

- 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

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



Page 6

- 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 Delaware 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 (<a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>)

Letter of Agreement No. 2014-62			7
or by phone (U.S. and U.S. Virgin Islan 3867). Second, THE AGENCY must It Questions regarding the internet registra prompts for SAM). Both the DUNS numbers of the SAM is the Same occurs.	ation process may be dimber and registration (	irected to 1-866-606-8220 (	sam.gov.
THE AGENCY's current DUNS No. is THE AGENCY's opportunity to enter int Federal funds expires sixty days from date	(b)(7)(E)		
DELAWARE STATE DOS. (b)(7)(C) By:		missed on March II	,2014.
Agency, please submit original signed LO2 Contractor.	1 & associated papers	Date: March 17, 20	014
DRUG ENFORCEMENT ADMINISTRA (b)(7)(C),(b)(7)(F)		Date: 4/1/2014	
SAC, please submit original signed LOA & a DEA DIVISIONAL FISCAL CLERK MUST INPU ECTION	associated paperwork i	to your Fiscal Office. PLETE THE BOTTOM OF THE	liko.

DEA DIVISIONAL FISCAL CLERK MUST INPU SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER: (b)(7)(E)UFMS Input Date: CT No. (b)(7)(C),(b)(7)(E)(b)(7)(C),(b)(7)(E)10 No. DP No. Printed Signature

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

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Letter of Agreement No. 2014-62

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 Haperwork 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 accused 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 reopient
- 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 employées, contracts, subgrantees and other payees.
- 11b Enter the cumurative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure hasis, 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.

STANDARD FORM 278 (Rev. 7-97) Back



U.S. Department of Justice Office of Justice Programs Office of the Comptroller

# BEST AVAILABLE COPY

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations ented 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 complained with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debantient and Suspension (Nonpro-curement) and Covernment-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.

### L. 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 of 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, commutation, 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 of 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 Lederal grant or conficuntive agreement, the undersigned shab complete and submit Standard Form (LLL). Disclosure of Lobbying Activities," to 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 trees (including subgrants, contincts 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 unplemented 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 curaties that it and its principals.

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, semenced 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 antitust 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 enally 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-

 $\Lambda$  . The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the untawful 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-tree 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 drog 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. Strest, 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 recoving notice under subparagraph (d)(2), with respect to any employee who is so connected.	agencies may elect to use OJP Form 4061/7.  Check of 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 dring 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 inflawful 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 sners) for the performance of work dane in connection with the specific grant.	B. If converted of a crimmal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calcular days of the conviction, to Department of Justice, Office of Justice
Place of Performance (Street address, city, county, state, 2th code)	of the consection, as Department of Sustate, white to your
As the duly authorized representative of the applicant, I hereby co	enty that the applicant will comply with the above certifications.
1. Grantee Name and Address:	

Delaware State Police 1441 N. DuPont Hwy Dover, DE 19901 3. Grantoe IRS/Vendor Number 2. Application Number and/or Project Name (b)(7)(C) Marijuana Eradication/2014-62 4. Typed Name and Title of Authorized Representative (b)(7)(C) Buperintendent 6. Date 5. Signature (b)(7)(C) 03/17/2014

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\*US Comment Pulling Office (9)6 (40505) 4/04



### 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 Umform 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, rotation of Usinitar action has been duly adopted or possed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings aid assurances comained/herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide social 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.1., 94-646) which provides for tain and equitable freatment of persons displaced as a result of Federal and federally assisted programs.
- 3 It will comply with provisions of Federal law which him 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 sec.)
- 4 It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labot Sundards Act if applicable.
- 5 It will establish safeguards to probable 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. If will give the sponsoring agency of the Compitoller Concrat, through any authorized representative, seeess togaid the right to examine all records, books papers, or documents related to the grant.
- 3. It will comply with altrequirements imposed by the Pederal sponsoring agency concerning special requirements of law, program requirements, and other Paadmonstrative requirements.
- 5 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 Formanniental Posterion Agency's (LPA) first of Violatine Lacilities and that it will notify the Lederal grantor agency of the receipt of any communication from the Director of the LPA Office of Loderal Activities indicating that a lacility to be used in the project is under consideration for bring by the LPA.
- It will comply with the Bood insurance parchase requirements of Section 102(a) of the Hood Disaster Protection Act of 1973, Poblic Law 93-234, 87 Stat. 975, 14, approved December 34, 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 used any area that has been algorithed by the Secretary of the Department of Housing and Orban Development as an area having special flood hozards. The phrase "Federal financial assistance" (5) includes any form of logar, grant, guaranty, insurancepsyment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance. (6)

It will assist the Federal granter agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), I security Order (1593), 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 northying 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 incorerties.

It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title Lof the Omnibus Crane Control and Safe Streets Act of 1968, as amended, the Invente Instace and Delimpioney Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current estiman of the Office of Justice Programs I inancial and Administrative Guide for Grants, M7100 1, and all other applicable Lederst laws orders, circulars, or regulations

It will comply with the provisions of 28 CTR applicable to grants and cooperative agreements metading Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems: Part 22, Confidentiality of literatifiable Research and Statistical Information: Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-immental Review of Department of Instice Programs and Activities, Part 42, Nondocrimination/Liqual Employment Opportunity Policies and Procedures; Part 01, Procedures Per Implementing the National Environmental Policy Act, Part 63, Ploodplain Management and Werfund Protection Procedures, and Ledend Liws or regulations applicable to Federal Assistance Programs

It will comply, and all its contractors will comply, with the trondiscri-mination acquirements of the Omnibus Come Control and Safe Stream Act of 1968, as amended, 42 USC 3789(d), or Victums of Come Act as appropriate). Title VI of the Civil Rights Act of 1963, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; Subritle A, Title II of the Americans with Frisabilities Act (AIIA) (1990), Title IX of the Education Amendments of 1972; the Age Discrimination Act of 3975, Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G; and Department of Justice regulations on disability discommation, 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 accopy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

to will comple with the provisions of the Coastal Barrier Resources Act (P.C. 97-348) dated October 19, 1982 (16 198). 3891 or seq.) which probabils the expenditure of most new Federal Ends within the units of the Coastal Barrier Resources System.

(b)(7)(C)		

03/17/2014

Date

netter or Agreement No. 2014-62

(b)(7)(E)	20	14-61				
U.S. DEPART DRUG ENFORCEM REQUIPMENT, SU  (Instruct 6. TO (Name and location) Administrative Office New England Field Div (I) 6. RECOMMENDED SOURCE: DEA-HQ OMS	1. REQUISITION NO.  2 PURCHASE ORDER / CONTROL N  3 PAGE  1 OF 1 PAGE  5 FOR INFORMATION CALL (Name, felephone code, and extension)  (b)(7)(C)  7 FROM (Requisibaning point - name and location)  New England Field Divis  (b)(7)(C)  9. REQUIRED DELIVERY DATE					
2014 DCESP Funding(b)(7)  13. ALLOWANCE AND ACTIVITY ACCOUNT b)(7)(E)	7)(E) TS CHARGEABLE, AND OBJECT CLASS(ES)	01/01/20 10 FEDERAL SUPP (b)(7)(C),(b)(7)(I		O. (If know	ń	16/45/1
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### U. S. Department of Justice Drug Enforcement Administration

### Agreement Number 2014-61

This Letter of Agreement (LOA) is entered into between the CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION, DIVISION OF STATE POLICE, STATEWIDE NARCOTICS TASK FORCE, 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 Connecticut*. 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 Connecticut*. 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)(/)(E)
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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

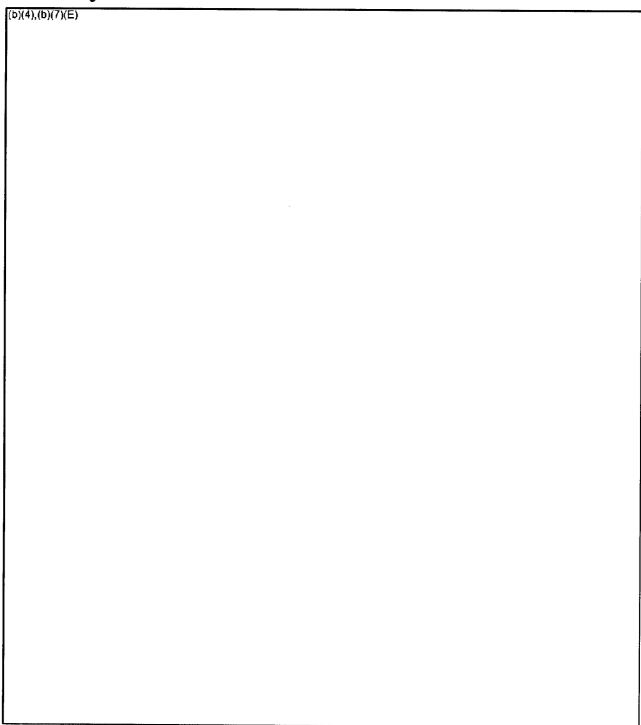
adopted by *THE AGENCY*, except that *THE AGENCY* understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled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

3. DEA will pay to THE AGENCY Federal funds in the amount of THIRTY EIGHT

THOUSAND POLLARS (\$38,000.00) for the period of JANUARY 1, 2014, to DECEMBER 31, 2014, to defray costs relating to the eradication and suppression of cannabis (b)(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)(7)(C)]  [J
All nurchases of equipment, supplies and other resources must have approver to DEA.  [(b)(4),(b)(7)(E)
j
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)
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the control of the control of the transfer of
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 goods and services involved the amount of redetal ranks that will be about 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/al33/al33.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.

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package.

- 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 Connecticut 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.

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- 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

DNO

Printed Name:

for a location.] A DUNS number may be obtained via the internet (http://fcdgov.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. (b)(4) 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 makes u, zoru. CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION, DIVISION OF STATE POLICE, STATEWIDE NARCOTICS TASK FORCE (b)(7)(C)Date: 5/25/14 Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor. DRUG ENFORCEMENT ADMINISTRATION (b)(7)(C),(b)(7)(F) By **Boston 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) CT No. UFMS Input Date: 6-6-14 744 (b)(4),(b)(7)(C)

DP No.

Signatur

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

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	+		OMB APPROV	AL NO.		PAGE	OF .
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REQUEST FOR ADVANCE				a. < one or bot	h boxes	2 BASIS	F REQUEST
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<b>(\$66</b>	instructions on be	ick)		FINAL	PARTIAL	'	ROGRUAL
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11.	COMPUTATIO	N OF AMOUNT OF	REIMBUR	SEMENTS/A	OVANCES REQU	IESTED	
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PROGRAMS/FUNCTIONS//	ACTIVITIES 🚬	Original Letter of Agreement					TOTAL
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minus line h)	oo (ch <b>o y</b>	\$ 38,000.0	0				\$ 38,000.00
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2014-61

13. (b)(7)(C)	CERTIFICATION	
i certify that to the best of my knowledge and belief the data on the reverse are correct and that all cultays were made in accordance with the grant conditions or other		REQUEST AITTED
agreement and that payment is due and has not been previously requested.	NUM	PHONE (AREA CODE, BER AND EXTENSION)
This space for agency use	nager 1 (b)(7)	C)

Public reporting birden 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 relimbursement 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 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

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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.
- 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

2014-61



Subject		Date
Electronic Funds Transfer (DFN: 601-13)		
То		From
All Domestic Cannabis Era Program (DCE/SP) Partici	adication/Suppression pating Agencies	(b)(7)(C),(b)(7)(F)  Chief, Investigative Support Section  DEA Headquarters
alastronic transfer Funds	will be transferred directly:	ression Program (DCE/SP) is only available by into the Letter of Agreement (LOA) agency's bank ollowing information must be provided below:
Agency Name on Bank Ac		
Account Number:		
Name of Bank/Financial Ir	estitution:	
Address of Bank/Financial	Institution:	
Telephone Number of Ban	k/Financial In	
Contact Person of Bank/Fi	nancial Institu	
Bank/Financial Institution	ABA Numbe	
(b)(7)(C)	Commissioner	
Authorized Agency Repre	sentative (Name & Title	
o)(7)(C)	presentative	5/25/14 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 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,

2014-61

(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 d 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)				
(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), (c), 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				
Piace 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 ceres.  I. Grantee Name and Address:  Connecticut Department of Emergency Services and 1111 Country Club Road (b)(7)(E)					
2. Application Number and/or Project Name	3. Grantee IRS/Vendor Number (b)(7)(E)				
and the second s					
Domestic Cannabis Eradication / Suppression Progra	AIII				
3. Typed Name and Title of Authorized Representative					
Commissioner					
i. Signature	6. Date				
)(C)	5-25-14				

"U.S. Government Printing Office: 1996 - 405-031/4081



### 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 grantor 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 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.
- 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.)
- 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 tourid 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.

the National Historic Preservation Act of 1966 as amended (16 USC 470). Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (161ISC 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 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-remental 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.

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PURCHASE ORDER / CONTROL NO U.S. DEPARTMENT OF JUSTICE DATE PREPARED DRUG ENFORCEMENT ADMINISTRATION 05-14-2015 REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES 1 5 FOR INFORMATION CALL (Name telephone code, and extension) (menuation on Reverse) TROW (Requestioning point - name and location) 8. 10 (Name and leaster) (b)(7)(C),(b)(7)(F) Orug Enforcement Administration DEA DCE/SP Coordinator Contracting Officer Chicago Division A REQUIRED DELIVERY DATE B. RECONMENDED BOURCE 12-31-2015 US Department of Justice TEUERAL BUPPLY CONTRACT NO (II LIONE) Drug Enforcement Administration (b)(4)(b)(7)(E)(b)(7)(C),(b)(7)(F)IN COLECU CLASSIESI PRICE AMOUNT TINU YTITHAUD DESCRIPTION OF ARTICLES OR SERVICES FORM OR STOCK NO. 170,002.66 170,000.00 EA DEA LOA# 2015-72 Illinois State LOR# 2015-72 Police funding for DCE/SP and to be deposited with the Tlinois ) 4 State Treasurer. See attached Electronic Funds Transfer Memorandum 3.05 (b)(7)(C),(b)(7)(F),(b)(7)(E) 3.69 3.00 ¢ . \* (b)(7)(C),(b)(7)(F) TI SHIP VA PARCEL EXPRESS FREIGHT in Townert Administration 174,000.00 TOTAL OTHER (Specify in remarks) recting Officer - HALL 30 S. Dearborn Payment via Electronic Transfer to the Illinois State Treasurer 60604



## U. S. Department of Justice Drug Enforcement Administration

### Agreement Number 2015-72

This Letter of Agreement (LOA) is entered into between the *ILLINOIS STATE POLICE*, 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 Illinois. 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 Illinois. 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 HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) for the period of JANUARY 1, 2015, to DECEMBER 31. THOUSAND DOLLARS (\$170,000.00) for the period of JANUARY 1, 2016, to DECEMBER 31.	int of ONE HUNDRED SEVENTY NUARY 1, 2015, to DECEMBER 31, on of cannabis. (b)(4) (b)(7)(E)
2015 to defray costs relating to the etadication that supplies the company	
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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 compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or

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

- 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 Illinois 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.

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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 (<a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>) 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 <a href="https://www.sam.gov.gov.guestions">www.sam.gov.gov.guestions</a> 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.

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THE AGENCY's current DUNS No. is (b)(7)	
THE AGENCY's opportunity to enter into the Federal funds expires sixty days from date of	is Agreement with DEA and to receive the issuance. Agreement issued on 3/18/2015
THE ILLINOIS STATE ((b)(7)(C)	
Printed Name & Signature:	(Blue ink Only)
Title: Director	5/12/15
Agency, please submit original signed LOA Contractor.	& associated paperwork to your DEA Regional
DRUG ENFORCEMENT ADMINISTRA	TION
Printed Name & Signature	Blue Ink Only)
Special Agent in Charge	Date: 5 -/8-15
Chicago Field Division	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:

Letter of Agreement No. 2015-72 (7)(E)			Pag
(( / // - /			
UFMS Input Date: (b)(7)(E),(b)(7)(C)	DNC No.	NA	
ONO No			
Printed N			



#### 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, leclading 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.
- 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 Foderal 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 soc.)
- It will comply with the minimum witge 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 nes.
- it will give the sponsuring 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 (LPA)list of Violating Facilities and that it will notify the Federal gramor 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 foon, 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 granter 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 Grunts, 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; tran 20, Criminal Justice Information Systems; Part 22, Contidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Entelligence Systems Operating Policies; Part 30, Intergove-rumental Review of Department of Junice 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 Wedland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

It will camply, and all its contractors will comply, with the nondiscri-mention requirements of the Orimbus 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; Sublishe A, Title I: 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 Pars 42, Subparts C. D. E. and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 15 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

to will comply with the pravisions of the Coastal Barrier Resources Act (P1. 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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	(RLUE INK ONLY)	5/12/15
Sign		Date
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			OMB APPROVI	AL NO.		PAGE	OF .
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OR REIMBURSEMENT		1. TYPE OF	X ADVANCE	REWBURSE.	ĺχ	CASH	
(See i	instructors on ba	ck)	PAYMENT REQUESTED	b. / the applica	PARTIAL	_ F	ACCRUAL
3. FEDERAL SPONSORING	ACENCY AND ORG	ANIZATIONAL ELEMENT	4 FECERAL	RANT OR OTHER			PAYMENT REQUEST
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A CHARLES OF A TOTAL TOT	ION IN DECIMEN	ITS ACCOUNT NUMBER			REO BY THIS REQU	FRT -	
4. EMPLOYER IDENTIFICATI )(7)(E)		TEYING NUMBER	FROM (MM-D	0-1777)	1/01/2015	TO MM-DO	1 <b>2/31/2</b> 015
O. RECIPIENT ORGANIZATIO	38		10. PAYEE (	Where check is to be	sen! I differen then lie	m 9)	
	State Polic	-6	Name:				
	Manageme						
Number 801 S	outh Seven		Number and Street:				
Suite		-00					
Spring	gfield,IL 627	03					
City State and ZIP Code:			City, State and ZIP Cod	de			
11.	COMPUTATIO	N OF AMOUNT OF	REIMBUR	SEMENTS/AL	VANCES REQU	JESTED	
		(a)	(b)		(0)		
PROGRAMS/FUNCTIONS/A	CTIVITIES -	Original Letter of Agreement					TOTAL
e. Total program outlays to date	(As of date)	\$ 170,000.0	00		,		\$ 170,000.00
b. Less: Cumulative program	ricom						0.07
c. Not program outlays. (Line		\$ 170,000.0	00	0.00		0.00	\$ 170,000.00
d. Estimated net ceen outleys period							0.00
		\$ 170,000.	00	0.00	0.4	00	\$ 170,000.00
e. Total (Sum of thesc & d)							<b>C O</b> ()
f. Non-Federal share of sinou	<u>-</u>	\$ 170,000.	20			<del></del>	\$ 170,000.00
g. Federal share of amount or		\$ 110,000.				<del></del>	0.00
Federal payments previous     Federal share now requests							\$ 170,000.00
minus line h)	in texts	\$ 170,000.0	00				3 170,000.00
i. Advances required by month, when requested by Federal grantor	1 <b>ទុ</b> វ ភាយាវេង			0.00	·		O. fr
agency for use in making prescrieduled	2nd month						0.00
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12.		ALTERNATE CO	MPUTATIO	N FOR ADVA	NCES ONLY		· · · · · · · · · · · · · · · · · · ·
a. Estimated Federal cash ou	tays that will be ma	te during period covered by t	he advance			\$	
b. Lees: Estimated balance of	d Federal cash on N	narba lo grinnigad lo as bni	ce period				
c. Amount requested. (Line)	<del> </del>					\$	0.00
C AMOUNT REQUESTED (CINE)		/A	nued on Rever	real	STANDA	RO FORM 27	U(Hav 747)

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 agreement and that payment is due and has not been previously requested.

(BLUE INK ONLY)

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Public reporting burden for this collection of information is astimated 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 the collection of information, including suggestions for reducing this burden, to the aspect of the collection of information, including suggestions for reducing this burden, to the officer 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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This space for agency use

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- 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 reimburs emant 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 anding 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 outleys 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.
- 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 grent 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

SYANDARD FORM 270 (Rev. 7-97) Back

### Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 601-13)	March 18, 2015
(DFN. 001-13)	
То	From
All Domestic Cannabis Eradication/Suppression	(b)(7)(C),(b)(7)(F)
Program (DCE/SP) Participating Agencies	Chief, Investigative Support Section DEA Headquarters
	•
Funding for the Domestic Cannabis Eradication/Suppress electronic transfer. Funds will be transferred directly into	
account. In order to process electronic transfers, the follo	
Agency Name on Bank Account:	
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	
Telephone Number of Bank/Financial In	
· `	
Contact Person of Bank/Financial Institu	
Bank/Financial Institution ABA Number	
State-Local Agency Name / LOA Number:   Illinois State	Police / 2015-72
(b)(7)(C)	
& Title	
(BLUE (NK-	
Signature of Authorized Agency Representative	Date

## PLOT AND TO LE COPY



U.S. Department of Justice Office of Justice Programs Office of the Comparoller

## 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-currentent) 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 sub-recipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Deharment 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 (Foderal, 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-
- (i) 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 in 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 (4)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including parition 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;  (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 capp 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 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, 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  Grantee Name and Address:  Ilinois State Police 301 South Seventh Street, Suite 700-S  Springfield, Illinois 82703-2487  Application Number and/or Project Name					
Application Number and/or Project Name	3. Grantee IRS/Vendor Number				
015-72 Domestic Cannabis Eradication/Suppression Pro-	(b)(7)(E)				
Typed Name and Title of Authorized Representative	gram				
)(7)(C)					
	6. Date				
	(BLUE INK ONLY) 5/12/15				

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RECOMMENDED SOURCE		9 REQUIRED DEL	LIVERY DATE			
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(b)(7)(E),(b)(7)(C),(b)(7)(F)				F.050	L	<del></del>
					cial Agent UNIT PRICE	AMOUNT
FORM OR STOCK NO.	DESCRIPTION OF ARTICLE	ES OR SERVICES	QUANTITY (16)	(17)	(18)	(19)
2015-04	Funding for EOA Gila	County	:	lot	20,000.00	20,000
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### U. S. Department of Justice Drug Enforcement Administration

### Agreement Number 2015-04

This Letter of Agreement (LOA) is entered into between the GILA COUNTY SHERIFF'S OFFICE, 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 Arizona. 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 Arizona. 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)(7)(	(E)		
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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 TWENTY THOUS.	
DOLLARS (\$20,000.00) for the period of JANUARY 1, 2015, to DECEMBER 31, 2015	5. to defray
DOLLARS (\$20,000.00) for the period of JANUARY 1, 2015, to DECEMBER 31, 2015 costs relating to the eradication and suppression of cannabis (b)(7)(E)	
(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

Code, states that fuel, training, ed		d may be used for payment of overtime salaries, travel, of State or local law enforcement officers that are the a Federal law enforcement agency participating
	f equipment, supplies and c	other resources must have approval from DEA.
(b)(4).(b)(7)(E)		
mementos, toke	ens of appreciation, or other	o you may be used to purchase promotional items, gifts, r similar items. Prohibited purchases include items sed, engraved or printed with THE AGENCY or program
logos (b)(7)(E) (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)		
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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

### BEST AVAILABLE COPY

Letter of Agreement No. 2015-04

Page/5

(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 Pederal 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 comp ete 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,

# BEST AVAILABLE COPY

Letter of Agreement No. 2015-Q4

Page 6

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.

)(4) <sub>:</sub> (b)(7)(E)			***************************************	
	"et mark for "yes	 		 

- 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 Arizona 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.

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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 (<a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>) 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 <a href="http://www.sam.gov.">www.sam.gov.</a>. 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 (b)(7)(E)	
THE AGENCY's opportunity to enter into this Agreement with E Federal funds expires sixty days from date of issuance. Agreeme	
THE GILA COUNTY SH (b)(7)(C),(b)(7)(F)	
Printed Name & Signature	(Blue Ink Only)
Title: Sheriff of Gild County	Dale: 4-24-15
Agency, please submit original signed LOA & associated paperw Contractor.	ork to your DEA Regional
DRUG ENFORCEMENT ADMINISTRATION (b)(7)(C),(b)(7)(F)	
Printed Name & Signatur Special Agent in Charge Phoenix Field Division	(Blue Ink Only)  Date: 5/18/17

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:** 

Letter of Agreement N	o. 2015-04	BESTAVALL	BLE COPY	Page 8
(b)(7)(E)				Page 8
UFMS Input Date:	1/21/2015	<b>DNC</b> No(b)(7)(E)		
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Approve		Date: 5-5-2015		
Approve		Date: 5-5-201	5_	
Civil Bureau Chief				

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3. FEDERAL SPONSORI		RGANIZATIONAL ELEMENT		GRANT OR OTHER			L PAYMENT REQUEST
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Stuff On Sect	0 South Stre	et	Number and Street:				
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City, State Glo	be. AZ 8550	)1	City, State				
and ZIP Code:			City, State and ZIP Cod	de: 			
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		(a)	(6)		(c)		
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		Agreement					TOTAL
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by Federal grantor agency for use in	2nd month						0.00
maiding prescheduled advances	3rd month		<del>                                     </del>				0.00
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		and as of beginning of soverno					
c. Amount requested (Lin						\$	0.00
AUTHORIZED FOR LOCA		(Coatin	ued on Revers	201	STANDAR	1 *	U(Rev. 7:97)

LOA NUMBER 2015-04

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	(b)(7)(C),(b)(7)(F)	OFFICIAL (BLUE INK ONLY)	DATE REQUEST SUBMITTED 4.24-15
with the grant conditions or other agreement and that payment is due and has not been previously requested	C. Sara	f of Gila County	TELEPHONE (AREA CODE. NIMBER AND EXTENSION) (b)(7)(C),(b)(7)(F)

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 builden 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 (0.348-0004), 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 NA; 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 reopient.
- 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

ltam.

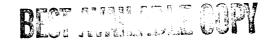
Entry

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.

STANDARD FORM 270 (Rev. 7-97) Back

### Memorandum 2





Subject	Date
Electronic Funds Transfer (DFN: 601-13)	04-13-2015
То	From
All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies	(b)(7)(C),(b)(7)(F)  Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Eradication/Suppres electronic transfer. Funds will be transferred directly intaccount. In order to process electronic transfers, the following	o the Letter of Agreement (LOA) agency's bank
Agency Name on Bank Account: (b)(7)(C)	
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	AZ 85004
Telephone Number of Bank/Financial Ir	
Contact Person of Bank/Financial Institu	
Bank/Financial Institution ABA Numbe	
State-Local Agency Name / LOA Number: Gila Count	y Sheriff's Office / 2015-04
(b)(7)(C)	
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(N) JE IN	1K ONLY) 9/15/2015 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 efficer 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 ELL, "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 antimust 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 at 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,

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.  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
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violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days
hat the applicant will comply with the above certifications.
3. Grantee IRS/Vendor Number
(b)(7)(E)
6. Date  (BLUE INK ONLY) 4-24-15
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**ASSURANCES** 

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The Applicant bereby 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:

- t. 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 contistnedtherein, 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.1. 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 faw which limit certain political activities of employees of a State of local unit of government whose principal employment is to connection with an activity financed in whole or in part by federal grapts (5 USC 1501, ct sôg.)
- 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 aponsoring agency or the Comptroller General, through any authorized representative, access toland 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 considération 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 1972, 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 Joan, 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 to 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 ageocy of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid of mitigate adverse effects upon such properties.

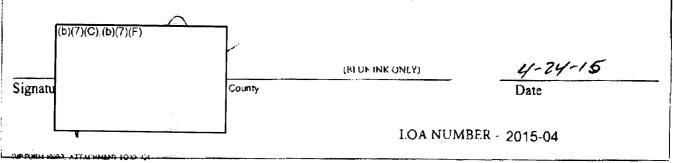
- It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Sucets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victions of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Funancial and Administrative Guide for Grants, M7100.1; and all other applicable Federal taws, orders, carculars, or regulations.
- In will comply with the provisions of 28 CFR applicable to grants and cooperative agreements incloding 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; Pan 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 noodiscri-mination requirements of the Ommitus 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 Rebabilitation 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 350) of seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.



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### U. S. Department of Justice Drug Enforcement Administration

### BEST AVAILABLE COPY

#### Agreement Number 2015-63

This Letter of Agreement (LOA) is entered into between the **DELAWARE STATE POLICE**, 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 Delaware*. 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 Delaware*. 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.

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

(D)(2	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.

DOLLARS (\$12,000,00) for costs relating to the gradication	ENCY Federal funds in the amount of the period of JANUARY 1, 2015, to Don and suppression of cannabis (b)(4).(b)(	ECEMBER 31, 2015, to defray
(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. Under Section 524 (c) (1) (1) 1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement opera (b)(7)(C) has Federal law enforcement agency participating in the Fund; "  [Agency Initial
(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) (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
l),(b)(7)(E)

<sup>9.</sup> 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

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Letter of Agreement No. 2015-63

Page 5

(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 ILEO 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,

Letter of Agreement No. 2015-63

### BEST AVAILABLE COPY

Page 6

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'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 Delaware 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

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Letter of Agreement No. 2015-63

Page 7

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 (<a href="http://fcdgov.dnb.com/webform">http://fcdgov.dnb.com/webform</a>) 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 <a href="https://www.sam.gov">www.sam.gov</a>. 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(b)(7)(E)	
THE AGENCY's opportunity to enter into this Agreement with Federal funds expires sixty days from date of issuance. Agreement with the second s	n DEA and to receive the ment issued on03/27/2015
THE DELAWARE STATE POLICE [(b)(7)(C),(b)(7)(F)	•
Printed Name & Signature (b)(7)(C),(b)(7)(F)	(Blue Ink Only)
Title Superintendent	Date: March 27, 2015
Agency, please submit original signed LOA & associated pape Contractor.	rwork to your DEA Regional
DRUG ENFORCEMENT ADMINISTRATION .	
Printed Name & Signature: (b)(7)(C),(b)(7)(F)	(Blue lnk Only)
Special Agent in Charge Philadelphia Field Division	Date: 4/24/15

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:

Letter of Agreement No. 2015-63

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Page 8

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DNO No (b)(7)(C).(b)(7)(E)		
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Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

### Memorandum



### BEST AVAILABLE COPY

Subject	Date
Electronic Funds Transfer (DFN: 601-13)	
•	
То	From (b)(7)(C),(b)(7)(F)
All Domestic Cannabis Eradication/Suppression	
Program (DCE/SP) Participating Agencies	Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Eradication/S	Suppression Program (DCE/SP) is only available by
electronic transfer. Funds will be transferred dire	ctly into the Letter of Agreement (LOA) agency's bank the following information must be provided below:
(b)(7)(C),(i	
Agency Name on Bank Account:	
Account Number:	
Name of Bank/Financial Institution:	
Address of Bank/Financial Institution:	
Telephone Number of Bank/Pinancial In	
Contact Person of Bank/Financial Institu	
Bank/Financial Institution ABA Number	
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FU WHICH THIS REP	DRI IS SUBMITTED	RGANIZATIONAL ELEMENT	4 FEDERAL C	PANT OR OTHE	P	5 PARTIAL PAYMENT REQUEST
DRUG ENFORC	EMENT ADM	INISTRATION	BALEDER		SIGNED .	MUMBER FOR THIS REQUEST
6 EMPLOYER IDENTIFIC			2015-6	63	_	
NUMBER	CATION 7 RECIPIE	NTS ACCOUNT NUMBER NTIFYING NUMBER	FROM (MM-OX	PERIOD COL	VERED BY THIS REQ	
(b)(7)(E)		ĺ	CONTRACTOR	•	01/01/2015	12/31/2015
F NEOFFICIAL ORGANIZA	THON		10 PAYEE (M		be ant I different than Its	ll The Control of the
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11	COMPLITATIO	· · · · · · · · · · · · · · · · · · ·				
	COMPUTATE	ON OF AMOUNT OF I		EMENTS/A		ESTED
PROGRAMS/FUNCTIONS	ACTRATICE	Original Letter of	(b)		(c)	
are notice	ACTIVITIES	Agreement				TOTAL
Total program	(As of date)					
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b. Less: Cumulative program	m income					
c Net programoutlays (Life in it)	16 a minus	\$ 12,000.00	<u> </u>	0.00		0.00
d Entrailed net cosh putty period	ra for advance	7 12,000.00		0.00		0.00 \$ 12,000.00
						0.00
e Total (Sumofinesc & d	<u> </u>	\$ 12,000.00		0.00	0.00	\$ 12,000.00
1 Non-Federal share of amou	unt on line e					0.00
g Federal stere of emount o	n ine e	\$ 12,000.00				\$ 12,000.00
h. Federal payments previous						0.00
<ol> <li>Federal share now requests minus fine h)</li> </ol>	ed (Line g	\$ 12,000.00		-		
Advances required by month, when requested	1st month			200		\$ 12,000.00
by Federal grantor agency for use in	2nd month			0.00		
making prescheduled advences						0.00
<u> </u>	3rd month		***************************************			0.00
12.		ALTERNATE COMPL	TATION F	OR ADVAN	CES ONLY	
<ul> <li>Estimated Federal cash outlays that will be made during period covered by the ed</li> </ul>				****		\$
b Less Estimated beforce of	Federal cash on hand	as of beginning of advance per	100			
c Arrount requested (Linea						\$ 0.00
AUTHORIZED FOR LOCAL R	EPRODUCTION	(Continued	on Reverse)		STANDARDT	CRM 270{R6v 7-97]

LOA NUMBER 2015-63

13.	CERTIFICATION	YNOMBER -	
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	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL (b)(7)(C)	(BLUE INK ONLY)	DATE REQUEST SUBMITTED 03/27/2015
due and has not been previously requested.  This space for agency use		rintendent	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) (b)(7)(C)

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 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
- 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 litem 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, rebales, 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.



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, grain, or cooperative agreement.

#### I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Port 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 fecteral apprepriated 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 (111, "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, Debarmont 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 melogible, sentenced to a denial of Federal heactits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or againty:
- (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 1, 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;
- the Establishing an on-going drog-free awareness program to inform employees about-
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's pelicy 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,

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Checkit 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 liscal 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 (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			
ily that the applicant will comply with the above certifications.			
Dover, DE 19901  3. Grantee IRS/Vendor Number			
3. Gruntee IRS/Vendor Number			
Dover, DE 19901  3. Grantee IRS/Vendor Number  (b)(7)(E)			
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3. Gruntee IRS/Vendor Number  (b)(7)(E)			



# BEST AVAILABLE GOPV ASSURANCES

The Applicant bereby 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; I. 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:

- If prosesses legal authority to apply for the grunt, that a resolution, motion or 10 similar action has been duly adopted or passed as an official actiof 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 regarded.
- 2 If will comply with requirements of the provisions of the Uniform Reducation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-64s) which provides for fair and equitable treatment of persons displaced as a result of federal and tederally cassisted programs.
- It will comply with provisions of Tederal law which limit certain political activities of employees of a State of local unit of government whose principal employment is in connection with an activity financed in whole of in pair by Federal grants (S.U.SC 1501) et seq.).
- 4 It will comply with the minimum waye and maximum hunrs provisions of the Federal Fan Fabor Standards Act (Tapplicable).
- 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, at other ties.
- 6 It will give the sponsoring agency of the Comptotle General, through and authorized representative, access loand the right to examine all records, books, papers, or documents related to the grant.
- It will comply with all requirements thip used by the Lederal sponsoring agency concentuate special requirements of law, program requirements, and other blaadministrative requirements.
- 8 It will instare that the factlities under its ownership, lease or supervision which shall be utilized or the accomplishinant of the project are not listed on the Environmental Protection Agency's (LPA)his of Violating Landities and that will notify the Leoral granton agency of the receipt of any communication from the Director of the EPA Office of Fuderal Activities indicating that a facility to be used in the project is under consideration for listing by the LPA.
- 9 If will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Orester Profession Act of 1973, Public Law 93/234, 87 Stat. 975, 14 approved December 31, 1976. Section 102(a) requires, an and after March 2, 1975, the purchase of flood insurance in a communities where such insurance is available as a condition for the receipt of any fielderal financial assistance for construction or acquisition purposes for usern any area that has been identified by the Secretary of the Department of Reusing and Orban Development as an area basing special flood hazards. The private "Tederal financial assistance" 15 suchales are form of form, grant, guarancy, insurancepayment, rebute, subsidity, disaster assistance form of 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 1906 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1906 (16 USC 50) 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 bederal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Tecleral grantor agency to avoid or intigate adverse effects upon such properties.

- It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of 1 tile I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Invente 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, M7 (to) 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-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, Londpian Management and Wetland Protection Procedures; and Coteral laws or regulations applicable to Lederal Assistance Programs.

It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Orimibus Crime Control and Safe Steens Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act of 1964, as amended, section 504 of the Relation Act of 1973, as amended, Sociol 504 of the Relation Act of 1973, as amended, Subtitle A. Entle II of the Americans with Disabilities Act (ADA) (1993); Tatle IX of the Uducation Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CTR Part 42, Subparts C, D. E, and G; and Department of Justice regulations on disability discrimination, 28 CTR Part; 35 and Part 39.

In the event a frederal or Nate court or I edetal 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 tunds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Jestice Programs.

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

It will comply with the provisions of the Constal Barrier Resources Act (P.I. 93-348) dated October 19, 1982 (16 DSC 35)/Let seq.) which prohibits the expenditure of most new Tederal funds within the units of the Coasial Barrier Resources System.

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03/27/2015

Date

LOA NUMBER - 2015-63

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FORM OR STOCK NO.	DESCRIPTION OF ARTICLES	OR SERVICES	QUANTITY	(17)	(18)	(19)
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# U. S. Department of Justice Drug Enforcement Administration

#### Agreement Number 2015-62

This Letter of Agreement (LOA) is entered into between the CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION, 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 Connecticut. 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 Connecticut. 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.

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

(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	EA will pay to THE AGENCY Federal funds in the amount of FIFTY FIVE THOUSAND LARS (\$55,000.00) for the period of JANUARY 1, 2015, to DECEMBER 31, 2015, to defray relating to the eradication and suppression of cannabis (b)(4),(b)(7)(E)				
osts relating to t	o the eradication and suppression of cannabis (D)(4),(D)(7)(E)				
)(4),(b)(7)(E)	)(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
was marijuang in contravention of the CSA. Under Section 524 (c) (1) (1) (0) title 28, United States
Code states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel,
fuel, training, equipment, and other similar costs of State or local law enforcement officers that are
incurred in a joint law enforcement operation with a Federal law enforcement agency participating
in the Fund;" [Agency Initial](b)(7)(C)

All nurchases of equipment, supplies a	and omer 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 *THE AGENCY* or program logos. ((b)(4)

- 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)	
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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 ILEO 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.
- 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 Connecticut 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

**SECTION** 

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 (<a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>) 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 <a href="https://www.sam.gov.Questions.regarding">www.sam.gov.Questions.regarding</a> 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 whenever a change occurs.	update their SAM registration annually or
_	(b)(7)(E)
THE AGENCY's current DUNS No. is	
THE AGENCY's opportunity to enter into this Federal funds expires sixty days from date of is	Agreement with DEA and to receive the ssuance. Agreement issued on 4-10-15.
THE CONNECTICUT DEPARTMENT OF PROTECTION	EMERGENCY SERVICES & PUBLIC
Printed Name & Signat (b)(7)(C)	(Blue Ink Only)
Title: Commissioner	Date: 4/15/15
Agency, please submit original signed LOA & Contractor.	associated paperwork to your DEA Regional
DRUG ENFORCEMENT ADMINISTRATI	ION
Printed Name & Signature	Blue Ink Only)
Special Agent in Charge	,
Boston Field Division	Bate: (25/17/14
Bustoff Meld Division	<del>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>
SAC, please submit original signed LOA & ass	sociated paperwork to your Fiscal Office.
DEA DIVISIONAL FISCAL CLERK MUST INPUT	I INTO UFMS & COMPLETE THE BOTTOM OF THIS

### ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

UFMS Input Dat	e: <u>5/8/2015</u>	DNC No.	
DNO No (b)(7)(E	),(b)(7)(C)		
Printed N			



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,

2016-02

(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 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.				
(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	the 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	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				
specific grant:	will report the conviction, in writing, within 10 calendar days				
specific grant: Place of Performance (Street address, city, county, state, zip	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.				
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certificantee Name and Address:  CT Department of Emergency Services and Public Profitant Country Club Road	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.				
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certificantee Name and Address:  CT Department of Emergency Services and Public Profit 1111 Country Club Road  Middletown, Ct 06457	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.				
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant. I hereby certificantee Name and Address:  CT Department of Emergency Services and Public Profit111 Country Club Road  Middletown, Ct 06457  L. 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.  tection  3. Grantee IRS/Vendor Number				
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certificantee Name and Address:  CT Department of Emergency Services and Public Profit111 Country Club Road Middletown, Ct 06457  Papplication Number and/or Project Name  Domestic Cannabis Eradication/Suppression Program  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.  tection  3. Grantee IRS/Vendor Number				
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certifit. Grantee Name and Address:  CT Department of Emergency Services and Public Prof. 1111 Country Club Road Middletown, Ct 06457  1. Application Number and/or Project Name  Domestic Cannabis Eradication/Suppression Program	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.  tection  3. Grantee IRS/Vendor Number  (b)(7)(E)				
specific grant:  Place of Performance (Street address, city, county, state, zip code)  As the duly authorized representative of the applicant, I hereby certificantee Name and Address:  CT Department of Emergency Services and Public Profit111 Country Club Road Middletown, Ct 06457  Papplication Number and/or Project Name  Domestic Cannabis Eradication/Suppression Program  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.  tection  3. Grantee IRS/Vendor Number  (b)(7)(E)				
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QJP FORM ADSUM REPLACES QJP FORMS 4061/2 4061/3 AND 4061/4 WHICH ARE OBSOLETE.

\*U.S. Government Printing Office. 1996 - 405-037/40014

2015-62



#### **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
- 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 grafit
- 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 usern 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 476). 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-rimental 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)(7)	(C)	, Commissioner	(BLUE INK ONLY)	4/15/15	
				Date	

LOA NUMBER - 2015-62

### Memorandum



Subject Electronic Funds Transfer (DFN: 601-13)  To All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies  Funding for the Domestic Cannabis Eradication/Suppression DEA Headquarters  Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:  Agency Name on Bank Account: Account Number: Name of Bank/Financial Institution: Address of Bank/Financial Institution: Telephone Number of Bank/Financial Institution: Telephone Number of Bank/Financial Institution:  Contact Person of Bank/Financial Institution:  CT Dept. of Emergency Services and Public Protection/2015-62	BESTAV	MABLECON
All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies  Chief, Investigative Support Section DEA Headquarters  Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:  Agency Name on Bank Account:  Account Number:  Name of Bank/Financial Institution:  Telephone Number of Bank/Financial Institution:  Telephone Number of Bank/Financial Institution:  Telephone Institution ABA Numbe  CT Dept. of Emergency Services and Public	Electronic Funds Transfer	,
electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:  [b)(7)(C),(b)(7)(E)  Agency Name on Bank Account:  Account Number:  Name of Bank/Financial Institution:  Telephone Number of Bank/Financial Institution:  Contact Person of Bank/Financial Institution ABA Number:  CT Dept. of Emergency Services and Public Protection/2015-62	All Domestic Cannabis Eradication/Suppression	(b)(7)(C).(b)(7)(F)  Chief, Investigative Support Section
Account Number:  Name of Bank/Financial Institution:  Address of Bank/Financial Institution:  Telephone Number of Bank/Financial Institution  Contact Person of Bank/Financial Institution ABA Number:  Bank/Financial Institution ABA Number:  CT Dept. of Emergency Services and Public Protection/2015-62	electronic transfer. Funds will be transferred directions in order to process electronic transfers.	ctly into the Letter of Agreement (LOA) agency's bank the following information must be provided below:
Name of Bank/Financial Institution:  Address of Bank/Financial Institution:  Telephone Number of Bank/Financial Instit  Contact Person of Bank/Financial Instit  Bank/Financial Institution ABA Number  State-Local Agency Name / LOA Number:  CT Dept. of Emergency Services and Public Protection/2015-62	Agency Name on Bank Account:	
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Signature of Authorized Agency Representative

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oulisys to date		\$ 55,000	.00					0.00	
, Less: Cumulative progra	m income						0.00	\$ 55,000.00	
Not program outlays (L.	ne a minus	\$ 55,000	.00				0.00		
Estimated net cash out a period	ys for edvence							0.00	
Total (Sumofines c &	d	\$ 55,000	.00				0.00	\$ 55,000.00	
								0.00	
. Non-Federal share of am		\$ 55,000	0.00				_	\$ 55,000.00	
Federal share of amoun		-						0.00	
h. Federal payments previ								\$ 55,000.00	
i. Federal share now requi minus line h)	ialed (Elize y	\$ 55,000	<u>).UU  </u>						
Advances required by month, when requested	1st month		_					0.0	
by Federal grantor agency for use in	2nd month							0.0	
making prescheduled advances	3rd month							0.0	
		ALTERNATEC	OMPU	TATE	ON FOR ADV	ANCES ONLY		T_	
12				Lance				\$	
12.	t oidleys that will be m	ade during period coverad	by the ac						
a Estimated Federal cas		ade during period coverad						<b>e</b> 0.0	

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 complaing and reviewing the pollection of information. Send comments regarding the burden estimate of any other astept 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:

lte m

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

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.
- 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