
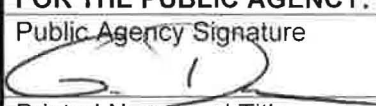


WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Marijuana Eradication 2010		WSP Contract No. C100885FED	
		Other Contract No.	
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			
PUBLIC AGENCY NAME Kittitas County Sheriff's Office		Public Agency Federal Employer Identification Number 91-6001349	
Public Agency Location Address 205 W 5th Avenue Suite #1 Ellensburg WA 98926		Public Agency Mailing Address (if different from location address)	
Public Agency Contact Name Sheriff Gene Dana		Public Agency Contact Telephone (509) 962-7525	
Public Agency Contact Fax		Public Agency Contact E-mail Address	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Rich Wiley Narcotics Section		WSP Project Manager Address WSP Investigative Assistance Division PO Box 42634, Olympia WA 98504-2634	
Telephone (360) 507-0453	Fax (360) 704-2973	E-mail Address richard.wiley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Federal Assistance Information			
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 16.000 (For State Reporting Only)	
Federal Grant Award Name Domestic Cannabis Eradication/Suppression		Federal Grant Award Number 2010-116	
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2010	
Agreement Start Date January 1, 2010		Agreement End Date December 31, 2010	
Maximum Agreement Amount \$15,000			
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL: WSP Signature  Date 2/3/10 Printed Name and Title FOR: John R. Batiste, Chief		FOR THE PUBLIC AGENCY: Public Agency Signature  Date 7.02.2011 Printed Name and Title Gene Dana, Sheriff	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this Agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
3. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
4. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP's agreement number.
5. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
7. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

WSP INTERAGENCY AGREEMENT (Continued)

8. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
9. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
10. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.

12. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
13. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

WSP INTERAGENCY AGREEMENT (Continued)

14. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.
15. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
16. **Single Audit Act Compliance.** If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
17. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
18. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
19. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Purpose.** There is evidence that trafficking in controlled substances exists and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington. The purpose of this Agreement is to provide funding to local law enforcement agencies to support the locating and eradication of illicit cannabis plants, and the investigation and prosecution of cases involving controlled substances before state and federal courts in the State of Washington.

2. **Statement of Work.** The Public Agency, with its own law enforcement personnel and employees, shall perform activities supporting the locating and eradication of illicit cannabis plants, such as:
 - a. Gathering and reporting intelligence data relating to the illicit possession and distribution of marijuana, including information on individuals arrested, weapons seized, plants removed, location of gardens, and techniques used.
 - b. Investigating and charging individuals involved in the domestic production of marijuana. Investigations should seek to identify and charge criminal organizations involved in the illicit production of marijuana.
 - c. Providing, upon request, case-specific information to the Pacific Northwest High-Intensity Drug Trafficking Area (HIDTA) analyst designated by HIDTA to support marijuana investigations statewide. Case-specific information provided to this analyst will be handled in accordance with Western Information System Network (WSIN) policy. Whenever appropriate, the Public Agency will utilize HIDTA intelligence analysts; these analysts support the criminal investigation process by providing direct support as an investigation unfolds, conducting data analysis and research. The value of these services is also found in the technology HIDTA uses to produce analytical charts and graphs depicting all aspects of an investigation.
 - d. Providing law enforcement personnel staffing for illicit marijuana eradication within the State of Washington.
 - e. Arresting and bringing to prosecution defendants charged with the violation of controlled substances laws.
 - f. Sending required samples of eradicated marijuana to the National Institute on Drug Abuse (NIDA) Marijuana Potency Monitoring Program, at the University of Mississippi. Each recipient agency should submit a minimum of four samples utilizing the form and instruction attached (Exhibit C). Potency monitoring is critical for monitoring the increasing potency of marijuana produced in the United States.

3. **Reporting Requirements.** The Public Agency shall submit monthly billing and reports to the WSP Project Manager identified on Page 1 of this Agreement. An example of the designated format for reporting is attached (Exhibit D). The forms are included an excel workbook that has been designed to assist agencies with reporting. An electronic copy of the reporting forms will be provided by the WSP Project Manager. WSP shall not reimburse the Public Agency for any activity or associated cost that has not been identified in a Public Agency's monthly report. All reports and billings must be received by WSP no later than November 30, 2010, for all reimbursable activities during the period of performance for this Agreement.

The Public Agency shall report all seizures to the WSP utilizing the Marijuana Cultivation Seizure Report form (Exhibit B to this Agreement) for each garden seized. GPS coordinates are desired for all grow locations. GPS coordinates are required for outdoor grow locations. Indoor grow locations require physical addresses and, if available, GPS coordinates.

4. **Allowable Costs.** Agreement funds may be used to reimburse the Public Agency for the following:
- a. Law enforcement officer(s) overtime salaries and benefits during the time they are engaged in activities directly supporting the program.
 - b. Mileage, subsistence and lodging costs for law enforcement officers during the time they are engaged in the eradication process or attending associated training and planning meetings. All mileage, subsistence and lodging costs shall be reimbursed at current State of Washington travel reimbursement rates.
 - c. Rental, leasing, maintenance and operation costs for equipment used directly for marijuana eradication. All aircraft used pursuant to this Agreement shall meet all applicable Federal Aviation Administration rules and regulations.
 - d. Equipment purchases for equipment used directly for marijuana eradication. All such equipment purchases require prior authorization by WSP and such purchases shall be detailed in a letter or email to the WSP Project Manager identified on Page 1 of this Agreement. Details shall include type and quantity of equipment, the cost of equipment and requested reimbursement amount and how this equipment supports your marijuana eradication efforts. The authorization request letter or email to the Project Manager must be received by the WSP no later than August 31, 2010. The WSP shall return a letter or email to the Public Agency granting or denying authorization.

All funds are to be expended no later than October 31, 2010.

5. **Unallowable Costs.** Reimbursement to the Public Agency under this Agreement is limited to those cost items identified in Section 4, Allowable Costs. Additionally, the use of Agreement funds is expressly prohibited for defraying the costs related to herbicidal eradication of marijuana without the written consent of WSP in advance.
6. **Use of Funds by Other Law Enforcement Agencies.** The Public Agency may elect to use Agreement funds to reimburse other law enforcement agencies for their marijuana eradication efforts. If Agreement funds are used in this fashion, the Public Agency remains responsible for ensuring all costs submitted for payment by other law enforcement agencies are allowable under this Agreement. The Public Agency must also report the activities of other law enforcement agencies reimbursed under this Agreement in the Public Agency's monthly report to WSP.
7. **Reallocation of Funds.** As expeditiously as possible, the Public Agency shall notify the WSP Project Manager if the Public Agency shall not be able to expend any portion of funds provided under this Agreement. Subject to the Agreement Alterations and Amendments section of this Agreement, WSP shall reallocate unexpended funds to other law enforcement agencies that have demonstrated a need for additional funding.
8. **Hold Harmless.** In addition to the Indemnification section of this Agreement, the Public Agency shall hold the U. S. Drug Enforcement Administration, its agents and employees, and the United States Government harmless from any and all claims, demands, suits, liabilities and cases of action, or whatever kind and designation, and where-ever located in the State of Washington, resulting from activities funded through this Agreement.

9. **Certifications.** The Public Agency shall execute and return to WSP OJP Form 4061/6, *Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The Public Agency acknowledges that this Agreement shall not take effect and that no funds shall be reimbursed until the completed OJP Form 4061/6 is received by WSP.

MARIJUANA CULTIVATION SEIZURE REPORT

MAIL TO: DCE/SP (Domestic Cannabis Eradication Suppression Program)
PO BOX 2347 OLYMPIA, WA 98507-2347

EMAIL TO: paige.groner-himes@wsp.wa.gov

FAX: (360) 704-2973

Seizure Date:	Case: #	County:	Phone:
Seizing Agency:		Case Officer:	
Report Prepared By:		Deconfliction with NW HIDTA: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Marijuana Hotline Tip: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Sample Sent to University of Mississippi: <input type="checkbox"/> Yes <input type="checkbox"/> No	
ADDRESS OF SEIZURE			
Address:		City:	
Grown By:		Number of Grow Rooms:	
Indoor: <input type="checkbox"/> Residence <input type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied <input type="checkbox"/> Business <input type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied Other: Description:			
Outdoor:			
Land Type:		Latitude:	Longitude:
SITE SECURITY (Indicate Number of Each. Place description in the Comment Section)			
<input type="checkbox"/> Booby Traps : # <input type="checkbox"/> Electronic Sensors : # <input type="checkbox"/> Watch Dogs : # <input type="checkbox"/> Cameras : # <input type="checkbox"/> Trip Wires : #			
Number of Firearms: Type: <input type="checkbox"/> Revolver # <input type="checkbox"/> Semi Automatic # <input type="checkbox"/> Shotguns # <input type="checkbox"/> Rifles # <input type="checkbox"/> Other Weapons : # (please describe: knives, clubs, arrows, etc)			
GROW CHARACTERISTICS			
Discovered by:	Indoor Gardens #	Plants #	Outdoor Gardens #
Estimated Age of Plants:	Starts:	1 Mo:	2 Mo:
		3 Mo:	4 Mo:
Growing Method: <input type="checkbox"/> Drip Irrigation <input type="checkbox"/> Individual Pots <input type="checkbox"/> In-Trays <input type="checkbox"/> Gravity Trays <input type="checkbox"/> Multi-Plant Pots <input type="checkbox"/> Hydroponics (Without Soil) <input type="checkbox"/> In-Ground			
Ventilation: Describe:			
Electrical:	Generator Brand:	Output:	
Types of Irrigation Systems:			
Age of Site:	Evidence of Prior Years Cultivation: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Access: <input type="checkbox"/> Maintained Trail <input type="checkbox"/> Tunnel <input type="checkbox"/> Road <input type="checkbox"/> Restricted Access Road <input type="checkbox"/> Varied Routes <input type="checkbox"/> Vehicle <input type="checkbox"/> Locked Gate <input type="checkbox"/> Walking/Packing <input type="checkbox"/> Other:			
NUMBER & VALUE OF ASSETS SEIZED (Indicate estimated cash value)			
Currency: \$	Real Estate Value: \$	Vehicle Value: \$	
Other (Weapons, Grow Equipment, etc.): \$	Bulk/Processed Marijuana (lbs.):	Other Drugs (Type & Amount):	
ARRESTS/CHARGING INFORMATION			
DTO: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:		DTO Type:	
No. Persons Arrested:	No. Weapons Seized:	Search Warrants Served: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Arrested: <input type="checkbox"/> State <input type="checkbox"/> Federal			
<input type="checkbox"/> Yes <input type="checkbox"/> No	Name:	DOB:	DL# <input type="checkbox"/> /SID# <input type="checkbox"/>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Name:	DOB:	DL# <input type="checkbox"/> /SID# <input type="checkbox"/>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Name:	DOB:	DL# <input type="checkbox"/> /SID# <input type="checkbox"/>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Name:	DOB:	DL# <input type="checkbox"/> /SID# <input type="checkbox"/>
Medical Marijuana Card: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Caregiver: <input type="checkbox"/> Patient			
Children Present: <input type="checkbox"/> Yes <input type="checkbox"/> No		Number:	Ages:
<input type="checkbox"/> Law Enforcement: <input type="checkbox"/> Civilian		Number of Injuries:	Degree of Injury:
Comments:			

**NATIONAL INSTITUTE ON DRUG ABUSE
THE UNIVERSITY OF MISSISSIPPI
CANNABIS POTENCY MONITORING PROJECT**

Mail samples to:
Mahmoud A, ElSohly Ph.D.
National Center for Natural
Products Research – RIPS
The University of MS
135 Coy Waller Lab Complex
University, MS 38677

Mail analysis results to:

Phone # _____

The _____ in accordance with the terms of the Domestic Cannabis Eradication and Suppression Program grant agreement with the Drug Enforcement Administration has acquired the following sample of domestically grown cannabis which is being forwarded for analysis.

The University of Mississippi requests that samples have the following specifications:

- *Must be dried*
- *Sample should weigh approximately twenty-five (25) grams (one handful)*
- *Packaged in a “breathable” bag (i.e. paper bag or plastic bag with holes)*
- *This form completed for EACH sample submitted, however samples can be sent in a batch*
- *Samples can be sent via registered mail, federal Express, UPS, etc, however do not mark as restricted delivery*

Questions regarding sample handling or analysis should be directed to The University of Mississippi at (662) 925-5928.

Date of Seizure _____
Your Case Number _____
Seizure Location **State** _____ **County** _____

Check ONE BOX as Appropriate for Each Category:

Cannabis Type	Cannabis Sample
Cultivated Sinsemilla _____	Bud _____
Cultivated no-Sinsemilla _____	Leaf _____
Cultivated Ditchweed _____	Not Sure _____
Cultivated Type Unknown _____	
Ditchweed _____	
Not Sure _____	
Plant Maturity	Grow Location
Mature _____	Outdoor _____
Immature _____	Indoor _____
Unknown _____	Already Harvested _____

Comments: _____

Signature of Submitter: _____
Title: _____

Definitions

Already Harvested: Cannabis plant material recently dried or packaged.

Average Plant Canopy Diameter: Record the diameter of a typical mature cannabis plant at its broadest point through the center. Diameter data can be used to predict usable yield with good accuracy.

Cannabis Bud: Flowering top of a female cannabis plant. The bud may contain seeds. Most valuable portion of a cannabis plant to the illicit grower. Bud formation occurs late in plant development.

Cultivated Ditchweed: Male or female cannabis plant which grows wild in many states that has in some way been tended by man. Examples of tending are: weeding, watering, topping, fertilizing, and harvesting.

Cultivated Non Sinsemilla: Male or female cannabis plants commonly grown for illicit drug use.

Cultivated Sinsemilla: Female cannabis plant which has not been pollinated. May grow from cutting or from seed. May contain some seed (if un-pollinated the seed will be sterile.)

Ditchweed: Unattended, wild male or female cannabis that is native to many states.

Leaf: Cannabis leaf potency tends to correlate to position on the plant. The most potent part of the plant is the new leaves at the top of the plant. As you move downward on the plant potency decreases. The least potent leaves on the plant are the large leaves at the bottom of the plant.

Mature Cannabis: Mature cannabis plants have a higher potency than immature plants. Determination of plant maturity should be made using all available contextual factors. For example, is the plant outdoors and it's only June or July, if so, then the plant is likely immature. However, if the growing season is near an end, such as September or October, then the plant is probably mature. Note male cannabis plants are mature as early as August when grown outdoors. It is more difficult to generalize regarding maturity of indoor grows. "Spike" cannabis plants can mature in as little as 6-8 weeks, whereas an indoor grow with plants 3-4 feet in height may take 8-16 weeks to mature.

Sample Selection: Choose mature over immature plants. Choose female over male plants. Choose buds over upper plant leaves. Choose upper plant leaves over lower plant leaves, if no bud is available. Submit more than one sample per seizure if there are observably different groups of mature plants.

OVERTIME WORKSHEET

Revised 5/1/10. All previous forms are obsolete and will not be accepted.

Page 11 of 12



**DOMESTIC CANNABIS ERADICATION/
SUPPRESSION PROGRAM**
2010 MONTHLY ACCOUNTING FORM

MONTHLY REPORTING PERIOD: _____
AGENCY: 0
WSP CONTRACT NUMBER: 0
TOTAL FUNDS ALLOCATED: \$0.00

CURRENT REPORTING PERIOD – FUNDS EXPENDED

OVERTIME	TRAVEL	PE/PI	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00

PREVIOUS REPORTING PERIOD – FUNDS EXPENDED

OVERTIME	TRAVEL	PE/PI	TOTAL

TOTAL EXPENDITURES TO DATE:

\$0.00

FUNDS NOT EXPENDED:

\$0.00

DOCUMENT PREPARED BY: _____
TITLE: _____
PHONE NO: _____
SIGNATURE OF AGENCY OFFICIAL: _____
TITLE / DATE: _____ DATE: _____

Revised 5/1/10 All previous forms are obsolete and will not be accepted

Print Date: 3/7/2010



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 (Nonprocurement) 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 connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

Check ☐ if there are workplaces on file that are not identified here.

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

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

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

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

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

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

1. Grantee Name and Address:

Kittitas County Sheriff' Office 307 W. Umptanum Rd. Ellensburg, WA 98926

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Contract #C100885FED

4. Typed Name and Title of Authorized Representative

Gene Dana, Sheriff

07/02/10

5. Signature



6. Date

7-02-2010