



Agreement Number: 2007-20

AGREEMENT

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

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

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

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

It is understood and agreed by the parties to this agreement that the activities described in Sub-paragraphs a, b, c, d, and e above shall be provided with the existing personnel and that the scope of **EL DORADO COUNTY** program with respect to those activities by such

personnel, shall be solely at **EL DORADO COUNTY** discretion, subject to appropriate limitations contained in the budget adopted by **EL DORADO COUNTY** .

2. DEA will pay to **EL DORADO COUNTY** the amount of **TWENTY TWO THOUSAND DOLLARS (\$22,000.00)** for the period of JANUARY 1, 2007 to DECEMBER 31, 2007 to defray the cost relating to the eradication and suppression of illicit marijuana. It is explicitly understood and agreed that Federal funds provided to **EL DORADO COUNTY** under this agreement may not be used to defray costs relating to herbicidal eradication of marijuana without the advance written consent of DEA.

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

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

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

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

4. **EL DORADO COUNTY** shall maintain complete and accurate reports, records and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted accounting principle and in accordance with state laws and procedures for expending and

obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Executive Order 12549

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

8. Disclosure of Federal Participation

award shall be used to finance the acquisition of goods or services (including construction services) for the Project unless the recipient:

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

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

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

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

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

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

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

THE EL DORADO COUNTY SHERIFF'S DEPARTMENT

By: _____

Title: _____

Date: _____

DRUG ENFORCEMENT ADMINISTRATION

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

Date: 3/26/07

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO FFS

ACCOUNTING CLASSIFICATION/OBLIGATION NO.; SDCER11 ACCOUNT:

7A- _____

FFS INPUT DATE: _____, BY: _____

TO BE FILLED OUT BY HEADQUARTERS:

APPROVAL FOR PAYMENT

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

Amount:	<u>\$22,000.00</u>
Obligation Doc No.	<u>See Above</u>
Line No.	_____
Signature	_____
Printed Name /Title	<u>Philip A. Jessar – Chief, Investigative Support Section</u>
Date Approved	_____