



CLARK COUNTY STAFF REPORT

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DEPARTMENT: Clark County Sheriff's Office

DATE: March 20, 2013

REQUEST: Accept the FY 2013 National Marijuana Initiative Grant (\$17,000)

CHECK ONE: X Consent CAO

BACKGROUND

The National Marijuana Initiative is a grant program to facilitate intelligence-led investigations into major marijuana manufacturing organizations in High-Intensity Drug Trafficking Areas (HIDTA). Clark County is part of the geographic area covered by the Northwest HIDTA. This year, the Sheriff's Office and the Clark-Skamania Narcotics Task Force (NTF) submitted an application for and were awarded \$17,000 in funding. The Washington funding for this federal program is administered through the Washington State Patrol (WSP). The grant does not require matching funds.

COMMUNITY OUTREACH

The funding from this grant will facilitate investigations of illegal marijuana production and trafficking. It is hoped that this activity will contribute to the elimination of felonious operations in Clark County.

BUDGET AND POLICY IMPLICATIONS

This grant award is resource neutral and entails a \$17,000 increase in both revenues and expenditures for 2013. A \$17,000 supplemental budget adjustment is necessary to recognize the revenues and expenditures associated with this grant in the 2013-14 budget. In recognition of the established schedule, this supplemental action request will be postponed to the next scheduled supplemental process.

FISCAL IMPACTS

Yes (see attached form) No


ACTION REQUESTED

Approve acceptance of the FY 2013 National Marijuana Initiative Program grant (WSP Agreement No. C130640FED) and permit the Sheriff to expend the grant funds in accordance with the terms and conditions of the grant. Recognize the need for a resource-neutral supplemental action, which will be submitted by the Sheriff's Office during the next scheduled supplemental process.

DISTRIBUTION

SO Fiscal, John Lawler
Auditor's Office, Amanda Miller

Office of Budget
Clark-Skamania NTF, Cmdr Mike Cooke


Name Joe Dunegan
Title Clark Co Undersheriff

Approved: 
Clark County Board of Commissioners

April 2, 2013 SR 055-13

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The NTF will incur 2013 expenses related to investigations in some or all of the following areas: overtime, travel, equipment, purchase of evidence/purchase of information (PE/PI). These expenses will be reimbursed by WSP after they are incurred up to a \$17,000 limit. Therefore, the request will result in no net fiscal impact.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 / General Fund	17,000.00	17,000.00	0.00	0.00	0.00	0.00
Total	17,000.00	17,000.00	0.00	0.00	0.00	0.00

II. A – Describe the type of revenue (grant, fees, etc.)

Grant revenue from White House Office of Drug Control Policy (CFDA 07.000) passed through by Washington State Patrol (Agreement No. C130640FED March 15, 2013)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 / General Fund	0	17,000.00	17,000.00	0.00	0.00	0.00	0.00
Total		17,000.00	17,000.00	0.00	0.00	0.00	0.00

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables*	17,000.00	17,000.00	0.00	0.00	0.00	0.00
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	17,000.00	17,000.00	0.00	0.00	0.00	0.00

* Most likely overtime, PE/PI.

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT National Marijuana Initiative Project		WSP Contract No. C130640FED
		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 Clark-Skamania Narcotics Task Force		Public Agency Federal Employer Identification Number (mandatory, for tax purposes) 91-6001299
Public Agency Location Address PO Box 410 Vancouver WA 98666-0410		Public Agency Mailing Address (if different from location address)
Public Agency Contact Name Sheriff Garry Lucas		Public Agency Contact Telephone (360) 256-5711
Public Agency Contact Fax (360) 256-1499		Public Agency Contact E-mail Address garry.lucas@clark.wa.gov
WSP Contact Information		
WSP Project Manager Name and Title Lieutenant Mark Brogan Narcotics Section		WSP Project Manager Address WSP Investigative Assistance Division PO Box 42634, Olympia WA 98504-2634
Telephone (360) 704-2390	Fax (360) 704-2973	E-mail Address mark.brogan@wsp.wa.gov
WSP Administrative Contact Name and Title Ms. Cindy Haider Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 596-4071	Fax (360) 596-4078	E-mail Address cindy.haider@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) 07.000 (For State Reporting Purposes Only)
Federal Grant Award Name High Intensity Drug Trafficking Area Initiatives		Federal Grant Award Number G12NW0002A
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2012
Agreement Start Date January 1, 2013	Agreement End Date September 30, 2013	Maximum Agreement Amount \$17,000
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:		FOR THE PUBLIC AGENCY:
WSP Signature _____ Date _____	Public Agency Signature _____ Date 03/15/2013	
Printed Name and Title John R. Batiste, Chief	Printed Name and Title Garry E. Lucas, Sheriff	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/23/07

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. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **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.
9. **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.

WSP INTERAGENCY AGREEMENT (Continued)

10. **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.
11. **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:

- Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and
 - 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.
12. **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.

13. **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.
14. **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.
15. **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.

WSP INTERAGENCY AGREEMENT (Continued)

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.** The purpose of the National Marijuana Initiative Project is to facilitate Northwest High Intensity Drug Trafficking Area (NW HIDTA) efforts to conduct intelligence-led investigations into major marijuana manufacturing organizations operating in Washington State, including both indoor and outdoor production. These organizations are believed to have connections in Oregon, California and Mexico. This initiative is designed to facilitate a coordinated investigative effort with other states, to identify and dismantle these large criminal organizations.
2. **Statement of Work.** The Public Agency shall perform investigative activities supporting the National Marijuana Initiative Project and its goal of investigating, disrupting and dismantling marijuana manufacturing organizations. Such activities may involve, but are not limited to, use of confidential informants, sources of information, interviews, surveillance, search warrants, forensic crime scene processing, forensic evidence analysis, subpoenas, Title 3 support, pin number analyses, undercover purchases of evidence, over-flights, asset seizures, signals intercepts and prosecutions. See Allowable Costs, for costs eligible for reimbursement.
3. **Deconfliction Requirements.** All law enforcement officers operating under this Agreement shall expeditiously telephone into the NW HIDTA Watch Center for all critical events in order to facilitate deconfliction with other agencies. The Public Agency and any other agencies participating under this Agreement shall have and maintain the Western States Information Network (WSIN) membership; and shall deconflict all cases in accordance with WSIN protocols.
4. **Reporting Requirements.** The Public Agency shall submit completed a Marijuana Cultivation Seizure Report (Exhibit B) for each case conducted in support of this Agreement. All reports shall be submitted directly to the the address noted in Exhibit B. Upon request of the WSP Project Manager, the Public Agency shall provide additional case-specific information to support gathering and dissemination of intelligence both on the intrastate and interstate levels.
5. **Billing Requirements.** WSP shall not reimburse the Public Agency for any activity or associated cost that has not been identified in reports submitted to WSP by the Public Agency. All Public Agency billings must be received by WSP no later than October 31, 2013 for all reimbursable activities performed by the Public Agency under this Agreement.
6. **Allowable Costs.** Agreement funds may be used to reimburse the Public Agency for the following:
 - a. Law enforcement officer overtime salaries and benefits during the time they are engaged in investigations supporting the initiative, or by supporting NW HIDTA intelligence analysts. The maximum amount that an officer can receive during a 12-month period from combined federal HIDTA and Organized Crime Drug Enforcement Task Force (OCDETF) funds is 25% of the federal GS-12 step 1 level pay scale for Federal Law Enforcement Officers ("Rest of U.S."); this amount is \$17,202.25 based on the federal pay scale in effect on October 1, 2012.
 - b. Mileage, subsistence and lodging costs for law enforcement officers during the time they are engaged in work under this Agreement, including attendance at planning meetings; and for attendance at related NW HIDTA-sponsored training. All mileage, subsistence and lodging costs shall be reimbursed at current State of Washington travel reimbursement rates.
 - c. The purchase of evidence and/or information (confidential funds) in the furtherance of investigations under this Agreement.
7. **Unallowable Costs.** Reimbursement to the Public Agency under this Agreement is expressly prohibited for:

- a. The purchasing of vehicles or equipment;
 - b. Regular salaries and benefits;
 - c. Facilities and related costs;
 - d. Conferences; and
 - e. Any supplanting of existing agency/program budgets that would be otherwise used for this Agreement's purposes.
- 8. Use of Funds by Other Law Enforcement Agencies.** The Public Agency may elect to use Agreement funds to reimburse other non-federal law enforcement agencies for their investigations in support of this initiative. If Agreement funds are used in this fashion, the Public Agency remains responsible for requesting reimbursement from WSP, and 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 Reports to NW HIDTA.
- 9. 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; or towards WSP interdiction efforts.
- 10. Hold Harmless.** In addition to the Indemnification section of this Agreement, the Public Agency shall hold the NW HIDTA, the Office of the National Drug Control Policy, their 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.
- 11. Certifications and Assurances.** The Public Agency shall complete ONDCP's *Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Statutes and Implementing Regulations*. The Public Agency acknowledges that this Agreement shall not take effect and that no funds shall be reimbursed until this completed ONDCP form is received by WSP.
- 12. Criminal Intelligence Systems.** The operating principles found in 28 CFR Part 23 that pertain to information collection and management or criminal intelligence systems shall apply to any such systems supported by funding under this Agreement.
- 13. Program Income.** The award recipient agrees to account for and use program income, including but not limited to asset forfeitures, in accordance with 21 CFR 1403. Moreover, the use of program income must be consistent with the National Drug Control Strategy.
- 14. Equal Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR section 42.302) that is approved by the Department of Justice's Office of Civil Rights is a violation of its Certified Assurances and may result in the suspension of funding under this Agreement.
- 15. Employment Eligibility Verification Forms.** The Public Agency agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Forms (I-9) for all Public Agency employees working under this Agreement. This form is to be used by the Public Agency to verify that persons are eligible to work in the United States.

16. Control and Use of Confidential Funds. By signing this Agreement, the Public Agency certifies that it understands and agrees to abide by all the conditions for confidential funds as set forth Exhibit C, Control and Use of Confidential Funds, to this Agreement, which is attached hereto and incorporated herein.

MARIJUANA CULTIVATION SEIZURE REPORT

Exhibit B

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:	Email:
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: CHOOSE ONE		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: CHOOSE ONE	Description:
Outdoor: Land Type: CHOOSE ONE	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: CHOOSE ONE	Indoor Gardens #	Plants #	Outdoor Gardens #	Plants #
Estimated Age of Plants: Starts: 1 Mo: 2 Mo: 3 Mo: 4 Mo: Mature:				
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: CHOOSE ONE Describe:				
Electrical: CHOOSE ONE Generator Brand: Output:				
Types of Irrigation Systems: CHOOSE ONE				
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: CHOOSE ONE	DTO Type: CHOOSE ONE	
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: CHOOSE ONE

Comments:

CONTROL AND USE OF CONFIDENTIAL FUNDS

This guideline articulates procedures for the use and control of confidential funds by projects funded by the Office of National Drug Control Policy. The provisions in this guideline apply to all recipients/sub recipients of the Cooperative Agreements containing confidential funds.

1. Definitions. Confidential funds are those monies allocated to:

- a. Purchase of services (P/S). This category includes travel or transportation, aircraft or boat, or similar informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effect to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purpose, within reasonable limits.
- b. Purchase of Evidence (P/E). This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.
- c. Purchase of Special Information (P/T). This category included the payment of monies to an informant for special information. All other informant expenses would be classified under P/S and charged accordingly.

2. Written Procedures. Special accounting and control procedures govern the use and handling of HIDTA Program funds for confidential expenditures. It is important that expenditures are accurately reported as PE/PI/PS. It is only in this manner that these funds may be properly accounted for and accurate forecasts of projected need be made. If authorized to disburse confidential funds the Public Agency and any law enforcement agencies receiving funds from this Agreement must develop and follow written procedures that incorporate the elements listed below. This information must be made available to the WSP Project Manager, the HIDTA Director or his representatives, or to representatives of ONDCP upon request. If such agencies do not have such procedures, the WSP Project Manager will work with that agency to develop adequate procedures.

3. Documentation. For the use of confidential funds the Public Agency shall maintain transaction records that clearly reflect the following information:

- a. Case identifier
- b. The date of payment(s) of confidential funds
- c. The name of the payer and a witness to the payment
- d. The name of the person approving the payment
- e. The purpose for which the funds were used.
- f. Informant number or other non-sensitive identifier
- g. Adequate explanation to allow an auditor to determine that the funds were properly categorized

The Public Agency shall maintain confidential records documenting informant identities, actual receipts, and other information that the Public Agency deems appropriate. Purchase of Service expenditures, when not endangering the safety of the officer or informant, must be supported by canceled tickets, receipts, lease agreements, etc. If not available, the Public Agency office head, or his immediate subordinate, must certify that the expenditures were necessary, and justify why supporting documents were not obtained.

**OFFICE OF NATIONAL CONTROL POLICY
CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT
STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS**

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications 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 the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21CFR Part 1405, 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, and 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 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 being paid to any person for influencing or attempting to influence 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 document 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 MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

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 and 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 o otherwise criminally or civilly charged by a governmental entity (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 the application.

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

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

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 applicant's workplace and specifying the actions that will be taken against employees for violations 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 applicant'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 violation occurring in the workplace;
- (d) 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);
- (e) 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;
- (f) 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 convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;
- (g) 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;
- (h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (h), (c), (d), (e), and (f).

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

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

707 W 13th St
Vancouver, WA 98660

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

The regulations provide that a recipient 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 ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection 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: The Assistance Center, 8401 Northwest, 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A.129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972 as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

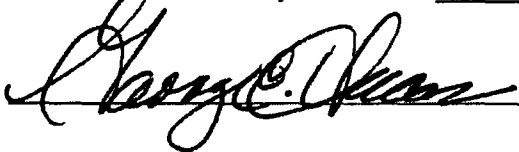
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address: CLARK COUNTY SHERIFF'S OFFICE
707 W 13TH ST
PO BOX 410
VANCOUVER, WA 98666

Application Number and/or Project Name: NIIDTA - NATIONAL MARIJUANA INITIATIVE
(GTENW0002A)

Grantee Federal Taxpayer Identification Number: 91-6001299

Name and Title of Authorized Representative: GARRY E. LUCAS, CLARK COUNTY SHERIFF

Signature:  Date: 03/15/2013