

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.34
(ID # 21332)

MEETING DATE:

Tuesday, April 18, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approval of Letter of Agreement #2023-34 with U.S. Department of Justice, Drug Enforcement Administration and Acceptance of an FY 22/23 Domestic Cannabis Eradication/Suppression Program Award from the U.S. Department of Justice, Drug Enforcement Administration (DEA), All Districts. Total Project Cost \$700,000 [\$700,000 – Federal Grant Revenue 100%], 4/5 vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the Letter of Agreement #2023-34 with the Drug Enforcement Administration (DEA) of the U.S. Department of Justice (DOJ) to accept an award of \$700,000 from the FY 22/23 Domestic Cannabis Eradication/Suppression Program (DCE/SP);
2. Authorize the Sheriff, Assistant Sheriff, Chief Deputy, or Administrative Services Manager to sign the Letter of Agreement, Assurances (OJP Form 4000/3), Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (OJP Form 4061/6); and Electronic Funds Transfer Memorandum;

Continued on Page 2

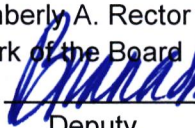
ACTION:4/5 Vote Required


David Lelevier, Assistant Sheriff 3/24/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 18, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Sheriff, Assistant Sheriff, Chief Deputy, Captain, or Administrative Services Manager sign and execute any documents related to the DCE/SP grant, including payment requests, claims for reimbursements, progress reports, and other associated documents, amendments, or modifications that may be necessary for the completion of the project, as approved as to form by County Counsel; on behalf of the County; and
4. Authorize the Sheriff, Assistant Sheriff, Chief Deputy, or Administrative Services Manager to accept additional DCE/SP funds in an amount not to exceed \$200,000, and
5. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 462,000	\$ 238,000	\$ 700,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Grant Revenue 100%			Budget Adjustment:	Yes
			For Fiscal Year:	22/23-23/24

C.E.O. RECOMMENDATION: Approve

BR 23-072

BACKGROUND:

Summary

For the last 35 years, the Riverside County Sheriff's Department and the Drug Enforcement Administration (DEA) have collaborated through the Domestic Cannabis Eradication/Suppression Program to eliminate operations where cannabis is grown within Riverside County. The Sheriff's Department gathers intelligence on the illicit possession, distribution, trafficking, and cultivation of illicit cannabis. In collaboration with the DEA, the Department works to eradicate illicit cannabis cultivation and arrest and prosecute individuals charged with violating controlled substance laws. Additionally, with DEA assistance, the Department sends samples of eradicated marijuana to the National Institute of Drug Abuse Potency Monitoring Program for processing.

On March 1, 2022 (3.38), the County approved FY 2022 DCE/SP funding in the amount of \$400,000. On February 16, 2023, the DEA notified the Sheriff's Department of a \$700,000 grant award for overtime and operational expenses incurred from October 1, 2022, through September 30, 2023.

The grant award acceptance is presented to the Board of Supervisors retroactively because the Agreement was received from the US Department of Justice on February 16, 2023, after

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the Agreement's October 1, 2022 start date. Therefore, the department requests that the Board ratify the Agreement and accept \$700,000 from the Drug Enforcement Administration funding retroactively for the performance period of October 1, 2022, through September 30, 2023, as noted in the Recommended Motion.

The attached Letter of Agreement is a commitment between the County and the DEA whereby the Sheriff's Department will use federal funds to:

- Gather and report intelligence data relating to illicit cultivation, possession, and distribution of illicit cannabis;
- Investigate and report instances involving the trafficking in controlled substances;
- Provide law enforcement personnel for the eradication of illicit cannabis located within the State of California;
- Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws;
- Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project,
- Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts;
- Follow all applicable state laws and guidelines; and
- Submit electronically to the DEA monthly expenditure reports with the required supporting documentation with the original mailed to the DCE/SP Regional Contractor.

The scope of the Sheriff's Department's program for activities described in the Letter of Agreement shall be conducted solely at the Sheriff's Department's discretion and in a manner consistent with the Controlled Substances Act (CSA). The Sheriff's Department understands that funds expended must relate to and only be used for cannabis eradication activities.

County Counsel has approved the documents as to form.

Impact on Residents and Businesses

DCE/SP funding will allow the Sheriff's Department to eradicate and suppress the cultivation of illicit cannabis by gathering intelligence related to the illegal cultivation, possession, and distribution of cannabis on private and public lands. These efforts will improve the health and welfare of the residents and businesses of Riverside County.

Additional Fiscal Information

DCE/SP will fund overtime and other operational costs related to eradicating and suppressing illicit cannabis through the Domestic Cannabis Eradication/Suppression performance period of October 1, 2022, through September 30, 2023. Of the total award,

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the Sheriff's Department will spend \$462,000 in FY 22/23 and the remaining \$238,000 in FY 23/24.

ATTACHMENTS:

1. Schedule A – Budget Adjustment
2. Award Acceptance - Letter of Agreement #2023-34
3. Electronic Funds Transfer Memorandum
4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (OJP Form 4061/6)
5. Assurances (OJP Form 4000/3)

**FY 2022-2023
Schedule A**

Increase Appropriations:

10000-2500300000-510420	Overtime	\$396,000
10000-2500300000-520115	Uniforms-Replacement Clothing	23,000
10000-2500300000-523640	Office Equip - Non Fixed Asset	11,000
10000-2500300000-526960	Small Tools and Instruments	14,000
10000-2500300000-520705	Food	3,000
10000-2500300000-546160	Equipment Other	<u>15,000</u>

Total Increase in Estimated Appropriations \$462,000

Increase Estimated Revenues:

10000-2500300000-767140	Fed-Misc Reimbursement	\$462,000
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Total Increase in Estimated Revenue \$462,000

FY 2023-2024

Increase Appropriations:

10000-2500300000-510420	Overtime	\$238,000
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Total Increase in Estimated Appropriations \$238,000

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Increase Estimated Revenues:

10000-2500300000-767140 Fed-Misc Reimbursement \$238,000

Total Increase in Estimated Revenue \$238,000

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

4/7/2023

Ronak Patel
Ronak Patel, Deputy County Counsel

3/20/2023



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

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2023-34

THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows.

This Letter of Agreement (LOA) is entered into between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA ON BEHALF OF THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) 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 to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. 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.

Letter of Agreement 2023-34

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

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

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows.
 - i. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA monthly expenditure report, with a copy of **THE AGENCY** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.
2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs 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 consistent with *California* law and 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.

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3. DEA will pay to **THE AGENCY** Federal funds in the amount of **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)** for the period of October 1, 2022 to September 30, 2023, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of “ditch weed”.

THE AGENCY understands and agrees that Federal funds will 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; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. 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 activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY**'s presence on Federal land.

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 illicit 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 illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit 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

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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.

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (ODS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received in HQ/ ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to *THE AGENCY* 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. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

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.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement 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.

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6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will 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.
7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacturedistribute, 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.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a LOA and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
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), and OMB **Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments) which have been combined

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in 2 C.F.R. Part 200, effective December 26, 2014. 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), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY23 (10/01/2022 through 09/30/2023)**).

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 DOJ 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 **six (6)** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

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13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
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 California** 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 DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (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** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. 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.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAM. The UEI is required when there is a need for more than one bank/electronic funds transfer account for a location.

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THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI 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 UEI is VCDLA7V2ADE3.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on February 2023.

COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA ON BEHALF OF THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

Printed Name & Signature: CHAD BINNEY / Chad Binney
Title: Sheriff-Coroner Date: 2/27/2023

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

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ
DATE

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____
Special Agent in Charge, Los Angeles 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:

2023-AFF-B-OP-OD/6610000/DEA-JLE-JDCE-OD009

Click or tap here to enter text.

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

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



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2022

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

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:

Agency Name on Bank Account:	<u>County of Riverside</u>
Account Number:	<u>0050173925</u>
Name of Bank/Financial Institution:	<u>MUFG Union</u>
Address of Bank/Financial Institution:	<u>1980 Saturn St, Monterey Park, CA 91755</u>
Telephone Number of Bank/Financial Institution:	<u>(800) 798-6466</u>
Contact Person of Bank/Financial Institution:	<u>David Mejia</u>
Bank/Financial Institution ABA Number:	<u>122000496</u>
State-Local Agency Name / LOA Number:	<u>County of Riverside, Sheriff's Department / 2023-34</u>
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	<u>SheriffAR@riversidesheriff.org</u>

Chad Bianco, Sheriff-Coroner

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

2/27/2023
Date

Investigative Support Section (ODS)
DEA Headquarters



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 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,

- (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 7th 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--

- (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

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:

County of Riverside, Sheriff's Department
 4095 Lemon Street, Riverside, CA 92501

2. Application Number and/or Project Name

2023-34

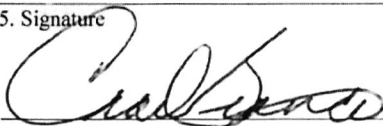
3. Grantee IRS/Vendor Number

95-6000930

4. Typed Name and Title of Authorized Representative

Chad Bianco, Sheriff-Coroner

5. Signature



6. Date

2/27/2023



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:

1. It possesses legal authority to apply for the grant; that a resolution, motion or 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 to provide 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.
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.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to 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.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will 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.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 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 use in 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" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
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 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.
11. 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, Intergovernmental 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.
13. It will comply, and all its contractors will comply, with the nondiscrimination 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.
14. 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.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. 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.

Signature

2/27/2023

Date

Agency Name & LOA Number: County of Riverside, Sheriff's Department / 2023-34