



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

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Agreement Number: **2008-52**

This Agreement is entered into between the **TULARE COUNTY SHERIFF'S DEPARTMENT** hereinafter referred to as **TULARE COUNTY** and the DRUG ENFORCEMENT ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF JUSTICE, hereinafter referred to as DEA, in reference to the following:

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

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

1. **TULARE COUNTY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession and distribution of 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. Arrest and bring to prosecution defendants charged with violation of the controlled substance laws.
  - e. Send required samples of eradicated cannabis to the NIDA Marijuana Potency Monitoring Program.
  
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, and e above shall be accomplished with existing personnel and that the scope of **TULARE COUNTY**'s program with respect to those activities by such personnel shall be solely at **TULARE COUNTY**'s discretion, subject to appropriate limitations contained in the budget adopted by **TULARE COUNTY**.

3. DEA will pay to **TULARE COUNTY** Federal funds in the amount of **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** for the period of JANUARY 1, 2008 TO DECEMBER 31, 2008 to defray costs relating to the eradication and suppression of illicit cannabis. **TULARE COUNTY** explicitly understands and agrees that Federal funds provided to **TULARE COUNTY** under this Agreement may not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. While using the Federal funds provided to **TULARE COUNTY** under this Agreement for activities on Federal land, **TULARE COUNTY** agrees to notify the appropriate local office of the U.S. Department of Agriculture (Forest System) (national forests and national grasslands) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, Bureau of Reclamation) of **TULARE COUNTY**'s presence on Federal land.

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

5. In compliance with Section 623 of Public Law 102-141, **TULARE COUNTY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services (including construction services) unless **TULARE COUNTY** :

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

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

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.3), and there is a residual inventory of unused supplies exceeding \$175,000 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, **TULARE COUNTY** shall compensate DEA for DEA's share.

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 \$175,000.00 or more per unit) for the use of **TULARE COUNTY** personnel engaged in cannabis eradication under this Agreement, **TULARE COUNTY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32.
8. Payment by DEA to **TULARE COUNTY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **TULARE COUNTY** of a Standard Form SF-270, Request for Advance or Reimbursement, and receipt of same by DEA. However, no funds will be paid by DEA to **TULARE COUNTY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **TULARE COUNTY** during the periods of previous Agreements for this same purpose. These expenditures will be reported on a Standard Form SF-269, Financial Status Report, and a December Monthly Accounting Form.
9. It is understood and agreed by **TULARE COUNTY** that, in return for DEA's payment to **TULARE COUNTY** of Federal funds, **TULARE COUNTY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 (audit requirements), 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (nonprocurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements.
10. **TULARE COUNTY** agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. In conjunction with the beginning date of the award, the audit report period of **TULARE COUNTY** under the single audit requirement is (01/1/2008) through (12/31/2008).
11. **TULARE COUNTY** acknowledges that arrangements have been made for any required financial and compliance audits, and audits will be made within the prescribed audit reporting cycle. **TULARE COUNTY** 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 **TULARE COUNTY** to payment by reimbursement on a cash basis.
12. **TULARE COUNTY** shall maintain complete and accurate reports, records and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **TULARE COUNTY** 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.

13. **TULARE COUNTY** shall permit and have available for examination and auditing by DEA, the United States Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts and expenditures relating to this Agreement. In addition, **TULARE COUNTY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

14. **TULARE COUNTY** agrees that an authorized officer or employee will execute and return to the Investigative Support Section (OMS), Drug Enforcement Administration, 8701 Morrisette Drive, Springfield, VA 2215175, the attached OJP Form 4061/6, "Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug Free Workplace Requirements" and the attached OJP Form 4000/3, "Assurances." **TULARE COUNTY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed Certifications and Assurances.

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

16. **TULARE COUNTY** shall be responsible for the acts or omissions of **TULARE COUNTY** personnel. **TULARE COUNTY** and **TULARE COUNTY**'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 federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the United States 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.

17. **TULARE COUNTY** 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 197175, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 4175, Subparts C, F, G, H, and I.

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

19. Upon submission of the SF-269 and December Monthly Accounting Form to the Investigative Support Section (OMS) for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$175,000 and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

20. The duration of this Agreement shall be as specified in Paragraph 3. This Agreement may be terminated by either party for good cause shown after thirty days 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 **TULARE COUNTY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by the **TULARE COUNTY** during the terms of this Agreement. In no event shall **TULARE COUNTY** incur any new obligations during the period of notice of termination. **TULARE COUNTY** shall return to DEA all unexpended funds forthwith after the sixty (60) days liquidation period.

APPROVED AS TO FORM:  
COUNTY COUNSEL

By Green Phlox 3/10/2008  
Deputy 2008620

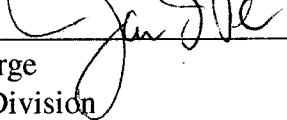
THE TULARE COUNTY SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
Connie Conway

Title: Chairman, Tulare County Board  
of Supervisors

Date: \_\_\_\_\_

DRUG ENFORCEMENT ADMINISTRATION

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

Date: 2-19-08

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO FFS**

ACCOUNTING CLASSIFICATION/OBLIGATION NO.;

08A- \_\_\_\_\_

FFS INPUT DATE: \_\_\_\_\_, BY: \_\_\_\_\_

**TO BE FILLED OUT BY HEADQUARTERS:**

**APPROVAL FOR PAYMENT**

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

Amount:	<u>\$175,000.00</u>
Obligation Doc No.	<u>See Above</u>
Line No.	_____
Signature	_____
Printed Name /Title	<u>Philip A. Jessar -- Chief, Investigative Support Section</u>
Date Approved	_____

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. **0348-004** PAGE  OF  PAGES

1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST  <input type="checkbox"/> CASH  <input type="checkbox"/> ACCRUAL
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3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED DRUG ENFORCEMENT ADMINISTRATION	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  2008-52
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6. EMPLOYER IDENTIFICATION NUMBER 94-6000545	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER N/A	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) JANUARY 1, 2008 TO (month, day, year) DECEMBER 31, 2008
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9. RECIPIENT ORGANIZATION  Name:  Number and Street:  City, State and ZIP Code:	10. PAYEE (Where check is to be sent if different than Item 9)  Name: TULARE COUNTY SHERIFF'S DEPARTMENT  Number and Street: 2404 W. Burrel Avenue  City, State and ZIP Code: Visalia, CA 93291
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## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Original LOA	(b) Amendment No. 1	(c) Amendment No. 2	TOTAL
a. Total program outlays to date (As of date)	\$ 175,000.00	\$	\$	\$ 175,000.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	175,000.00	0.00	0.00	175,000.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	175,000.00	0.00	0.00	175,000.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e	175,000.00			175,000.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	175,000.00	0.00	0.00	175,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month	175,000.00		175,000.00
	2nd month			0.00
	3rd month			0.00

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

## CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE <b>Connie Conway</b> <b>Chairman, Tulare County Board of Supervisors</b>	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) <b>559-733-6271</b>

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
<p>Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p>			
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		



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 subrecipients shall certify and disclose accordingly.

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

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

1. Grantee Name and Address: **Tulare County Sheriff's Department  
County Civic Center  
Visalia, CA 93291-4580**

2. Application Number and/or Project Name **2008 Domestic Cannabis Eradication & Suppression Program** 3. Grantee IRS/Vendor Number **94-6000545**

4. Typed Name and Title of Authorized Representative  
**Connie Conway Chairman, Tulare County Board of Supervisors**

5. Signature 6. Date

