

State of Hawaii  
Department of Land and Natural Resources  
Division of Conservation and Resources Enforcement  
Honolulu, Hawaii

May 13, 2010

Board of Land and  
Natural Resources  
Honolulu, Hawaii

RE: Request Board Approval to Enter into a Letter of Agreement between the Department of Land and Natural Resources and the Department of Justice, Drug Enforcement Administration (DEA)

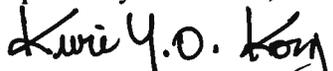
There is evidence that trafficking in marijuana exists and that such activity has a substantial and detrimental effect on the health and general welfare of the people of the State. In addition, the illegal cultivation of marijuana on state unencumbered lands and forest areas causes significant damage to the native ecosystem and hinders the use of these lands by hikers, hunters, and other recreational resource users.

This agreement provides the Division of Conservation and Resources (DOCARE) with funding to cooperate with the DEA and other law enforcement agencies in locating and eradicating illicit cannabis plants and in the investigation and prosecution of cases before the courts.

RECOMMENDATION:

The Division of Conservation and Resources Enforcement requests approval of this Letter of Agreement and asks that the Chairperson be authorized to approve the final agreement after review and approval as to form by the Office of the Attorney General. Changes recommended to DLNR by the Attorney General's Office will be incorporated into the final document in order to meet all State requirements.

Respectfully submitted,



KEVIN Y.O. KONG  
Acting Enforcement Chief

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson  
Board of Land & Natural Resources

# Memorandum



Subject	Date
2010 Domestic Cannabis Eradication Suppression Program LETTER OF AGREEMENT	2010-04-01

To: Domestic Cannabis Eradication Suppression Program Grantee

From: SA Carlos G. Alfaro  
California DCESP Coordinator  
Drug Enforcement Administration  
San Francisco Field Division

Enclosed you will find the following documents:

1. Checklist for Completing the LOA Package (page 2 of this memo)
2. DCESP Letter of Agreement (5-6 pages)
3. Request for Advance or Reimbursement: Form SF-270 (2 pages)
4. Electronic Funds Transfer Memorandum (1 page)
5. US DOJ Certifications Regarding Lobbying: OJP Form 4061/6 (2 pages)
6. Assurances: OJP Form 4000/3 (1 page)

Highlighted in yellow are those requirements that must be provided in order to assure the forwarding of the funding package to DEA Headquarters.

When completed, please mail the **ORIGINALS** (certified copies **WILL NOT be accepted**) to the attention of:

Linda Ng  
DCESP Analyst  
Drug Enforcement Administration  
450 Golden Gate Avenue, 14<sup>th</sup> Floor  
San Francisco, CA 94102

Linda is available to provide assistance with the completion of DCESP LOA package and can be reached at 415-436-7716 or [linda.k.ng@usdoj.gov](mailto:linda.k.ng@usdoj.gov).

Once the completed package has been returned to the DEA San Francisco Field Division, I will finalize the processing of the funding package and forward it to DEA Headquarters for final approval and disbursement of funds.

**2010 DOMESTIC CANNABIS ERADICATION SUPPRESSION PROGRAM CHECKLIST**

**Letter of Agreement** (5-6 pages)

\_\_\_\_\_ Current DUNS Number

\_\_\_\_\_ Signature, Title and Date of Sheriff or County Authorized Certifying Official

**Form SF-270: Request for Advance or Reimbursement** (2 pages)

\_\_\_\_\_ Item 6: Provide the Employer Identification Number (ensure it is complete and correct)

\_\_\_\_\_ Item 13: Signature, Printed Name and Title, Telephone Number and Date of Sheriff or County Authorized Certifying Official

**Electronic Funds Transfer Memorandum** (1 page)

\_\_\_\_\_ Complete all required fields, Printed Name and Title, Signature and Date of Sheriff or County Authorized Certifying Official

**OJP Form 4061/6: US DOJ Certifications Regarding Lobbying** (2 pages)

\_\_\_\_\_ Item 1: Grantee Name and Address (Your Sheriff's Office Name and Address)

\_\_\_\_\_ Item 2: Application Number (DCESP LOA Agreement Number: **2010-xx**)

\_\_\_\_\_ Item 3: Grantee IRS/Vendor Number (Your Employer Identification Number)

\_\_\_\_\_ Item 4-5-6: Printed Name and Title, Signature and Date of Sheriff or County Authorized Certifying Official

**OJP Form 4000/3: Assurances** (1 page)

\_\_\_\_\_ Signature and Date of Sheriff or County Authorized Certifying Official



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

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Agreement Number 2010-68

This Letter of Agreement (LOA) is entered into between the **DEPARTMENT OF LAND & NATURAL RESOURCES** hereinafter referred to as **DLNR** 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 Hawaii*. 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 Hawaii* involving controlled substances. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **DLNR** is desirous of securing funds.

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

1. **DLNR** 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 Hawaii*.
  - 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 cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. Submit to DEA monthly statistical reports and quarterly expenditure reports.
  
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e and f above shall be accomplished with existing personnel and that the scope of **DLNR'S** program with respect to those activities by such personnel shall be solely at **DLNR'S** discretion, subject to appropriate limitations contained in the budget adopted by **DLNR**.

3. DEA will pay to **DLNR** Federal funds in the amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)** for the period of JANUARY 1, 2010 TO DECEMBER 31, 2010 to defray costs relating to the eradication and suppression of illicit cannabis. **DLNR** explicitly understands and agrees that Federal funds provided to **DLNR** 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 **DLNR** under this Agreement for activities on Federal land, **DLNR** 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, Bureau of Reclamation) of **DLNR'S** presence on Federal land.

4. The Federal funds provided to **DLNR** are primarily intended for payment of deputies'/officers' overtime, and reserve officers' salaries and overtime while those deputies and officers are directly 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 approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. All purchases of property with an acquisition cost of \$300.00 or more per unit or an aggregate cost of \$1,000.00 or more requires the advance approval of the Domestic Cannabis Eradication/Suppression Program (DCE/SP) coordinator. Though equipment/supplies may be specifically itemized in the Operation Plan, they are not automatically approved for purchase. All request for purchases must be received by HQ/OMS by October 15<sup>th</sup>.

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

- (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 \$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, **DLNR** 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 \$5,000.00 or more per unit) for the use of **DLNR** personnel engaged in cannabis eradication under this Agreement, **DLNR** will use, manage,

and dispose of the equipment in accordance with State laws and procedures.

8. Payment by DEA to **DLNR** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **DLNR** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **DLNR** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **DLNR** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and a October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **DLNR** that, in return for DEA's payment to **DLNR** of Federal funds, **DLNR** 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 (non-procurement 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. **DLNR** 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 **DLNR** under the single audit requirement is (01/1/2010) through (12/31/2010).

11. **DLNR** acknowledges that arrangements have been made for any required financial and compliance audits, and audits will be made within the prescribed audit reporting cycle. **DLNR** 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 **DLNR** to payment by reimbursement on a cash basis.

12. **DLNR** 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. **DLNR** 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. **DLNR** 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, **DLNR** 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. **DLNR** agrees that an authorized officer or employee will execute and return to the DEA New Orleans Field Division, the Letter of Agreement (LOA); Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; and Drug Free Workplace Requirements (OJP Form 4061/6); and the Assurances (OJP Form 4000/3). **DLNR** 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.

15. Employees of **DLNR** 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 **DLNR** and DEA.

16. **DLNR** shall be responsible for the acts or omissions of **DLNR** personnel. **DLNR** and **DLNR'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 Hawaii* resulting from the DCE/SP funded by DEA.

17. **DLNR** 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 the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

18. Within sixty (60) days after termination of the Agreement, **DLNR** will prepare a October thru December (FINAL) Accounting Form and a SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, 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 your DEA Regional Contractor by March 1st.

19. Upon submission of the October thru December (FINAL) Accounting Form and SF-425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS 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 **DLNR** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by the **DLNR** during the terms of this Agreement. In no event shall **DLNR** incur any new obligations during the period of notice of termination. **DLNR** shall return to DEA all unexpended funds forthwith after the sixty (60) days liquidation period.

21. **DLNR** must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. **First, DLNR** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, DLNR** must then register with CCR via the internet [www.ccr.gov](http://www.ccr.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

**Note: It is DLNR'S responsibility to update its registration annually, or whenever a change occurs.**

**DLNR'S** current DUNS No. is 824671200.

**DLNR'S** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires on June 1, 2010.

**THE DEPARTMENT OF LAND & NATURAL RESOURCES**

By: \_\_\_\_\_

Title: Chairperson

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

*Please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

By: \_\_\_\_\_

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

Special Agent in Charge  
Los Angeles Field Division

*Please submit original signed LOA & associated paperwork to your Fiscal Office.*

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

ACCOUNTING CLASSIFICATION/OBLIGATION NO. ; DOM-G2/001-I:

10/10/S1R/OM/6625000/DOM-G2/001-I/DCE/OPS

UFMS INPUT DATE: \_\_\_\_\_, BY: \_\_\_\_\_

*Please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. <b>0348-004</b>		PAGE 1 OF 2 PAGES
1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input checked="" 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
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED DRUG ENFORCEMENT ADMINISTRATION		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 2010-68		
6. EMPLOYER IDENTIFICATION NUMBER 99-0266-119	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER N/A	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) JANUARY 1, 2010 TO (month, day, year) DECEMBER 31, 2010
9. RECIPIENT ORGANIZATION  Name: Department of Land & Natural Resources  Number and Street: 1151 Punchbowl Street Room 311  City, State and ZIP Code: Honolulu, HI 96813		10. PAYEE (Where check is to be sent if different than Item 9)  Name:  Number and Street:  City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)	\$ 350,000.00	\$	\$	\$ 350,000.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	350,000.00	0.00	0.00	350,000.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	350,000.00	0.00	0.00	350,000.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e	350,000.00			350,000.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	350,000.00	0.00	0.00	350,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month	350,000.00		350,000.00
	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 Laura H. Thielen Chairperson, Board of Land & Natural Resources	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 808-587-0400

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		

# Memorandum



<b>Subject</b>  Electronic Funds Transfer (DFN: 610-13)	<b>Date</b>  April 1, 2010
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<b>To</b>  All Domestic Cannabis Eradication/ Suppression Program (DCE/SP) Participating Agencies	<b>From</b>  Scott W. Hoernke Chief Investigative Support Section
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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 bank account. In order to process electronic transfers the following information must be provided below:

Agency Name on Bank Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address of Bank/Financial Institution: \_\_\_\_\_

Telephone Number of Bank/Financial Institution: \_\_\_\_\_

Contact Person of Bank/Financial Institution: \_\_\_\_\_

Bank/Financial Institution ABA Number: \_\_\_\_\_

Laura H. Thielen  
Chairperson, Board of Land & Natural Resources

Authorized Agency Representative – Name & Title

\_\_\_\_\_  
Signature of Authorized Agency Representative

\_\_\_\_\_  
Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

Department of Land & Natural Resources  
1151 Punchbowl Street, Room 311  
Honolulu, HI 96813

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Domestic Cannabis Eradication/Suppression Program (DCE/SP)

4. Typed Name and Title of Authorized Representative

Laura H. Thielen, Chairperson  
Board of Land & Natural Resources

5. Signature

6. Date



## 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 herein, 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 and 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, 14 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 Laura H. Thielen, Chairperson  
Board of Land & Natural Resources

Date \_\_\_\_\_