

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

26-301

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	<u>Carolina Mendoza, Chief Deputy Director of Sheriff's Administration</u>
Telephone Number	<u>(909) 387-0640</u>
Contractor	<u>U.S. Department of Justice, Drug Enforcement Administration</u>
Contractor Representative	<u>Bert Brezicha</u>
Telephone Number	<u>(571) 387-2852</u>
Contract Term	<u>10/01/2025 through 09/30/2026</u>
Original Contract Amount	<u>\$465,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$465,000</u>
Cost Center	<u>4438001000</u>
Grant Number (if applicable)	<u>800468</u>

Briefly describe the general nature of the contract:

Letter of Agreement (Federal Agreement No. 2026-95) with the United States Department of Justice, Drug Enforcement Administration (DEA), for Participation in the 2026 Domestic Cannabis Eradication/Suppression Program. The DEA will reimburse Sheriff/Coroner/Public Administrator \$465,000 to defray costs related to the eradication and suppression of illicit marijuana.

The term of the Agreement is October 1, 2025 through September 30, 2026. No matching funds are required.

FOR COUNTY USE ONLY

Approved as to Legal Form

Grace B. Parsons

Grace B. Parsons, Deputy County Counsel

04/08/26

Date

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

Carolina Mendoza

Carolina Mendoza (Apr 9, 2026 08:05:08 PDT)

Carolina Mendoza, Chief Deputy Director of Sheriff's Administration

04/09/26

Date



www.dea.gov

U.S. Department of Justice
Drug Enforcement Administration

Springfield, Virginia 22152

Agreement Number 2026-95

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (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 and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking 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 are 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 and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **SAN BERNARDINO 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 the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or 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.

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 Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree 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 and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.
 - 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. Temporarily suspended consistent with Presidential Action titled "Implementing the President's Department of Government Efficiency Initiative," issued on February 26, 2025.
 - f. Capture, maintain, and share data and statistics with DEA 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 and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking; and THE AGENCY will follow all applicable state law and guidelines.
 - i. **MANDATORY requirement for THE AGENCY to utilize the DCE/SP Platform to report all statistics and intelligence per incident once the platform is available to them. While waiting for access to the platform, THE AGENCY will report all statistics and intelligence per incident to their assigned DCE/SP contractor for submission**
 - j. Submit electronically a DEA Monthly Accounting Report, with a copy of **THE AGENCY'S** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of \$2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form. The AGENCY is required to use the Overtime Tracker Spreadsheet to account for the overtime that is being reimbursed by the DEA. The DEA will only reimburse the amount that is calculated on the Overtime Tracker

Spreadsheet.

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 and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.
3. Subject to the availability of funds, DEA will provide to *THE AGENCY* Federal funds in the amount of **FOUR HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$465,000.00)** for the period of October 1, 2025 to September 30, 2026, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression 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. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. 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/suppression 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 and suppression process, **(FY 2026 maximum reimbursable overtime reimbursement rate for the DCE/SP will be at \$22,155.25 which is 25 percent of a GS-12, Step 1 taken from the 2025 General Pay Scale, Rest of United States (RUS)). 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)** 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 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 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 and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, ***to the Investigative Support Section (ODS)***. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. 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 by HQ/ODS by July 30th. 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, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids or uniforms/protective gear if they are embroidered, 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. None of the funds allocated to ***THE AGENCY*** may be used to purchase any item that would deem the DEA liable in case of failure, i.e., munitions or protective plates.

5. In compliance with Section 623 of Public Law 102-141 and the Federal Acquisition Regulation, **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.

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 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.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined 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. Accounting forms must be submitted within 30 days after end of month for the previous period.
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), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined 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 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 **FY26 (10/01/2025 through 09/30/2026)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and 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 years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
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, contractors, or personnel shall not be considered as the agent of any other participating entity, including without limitation, the Drug Enforcement Administration, the Department of Justice or any other component of the United States (U.S.) government. Nothing herein is intended to waive or limit sovereign immunity arising from any legal 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 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 completion of the overtime spreadsheet tracker. 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. The 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 SAMS. The UEI is required when there is a need for more than one.

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.

Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.

THE AGENCY's current UEI is MLBXC2C6AEX1

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 2/24/2026

(SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT)

Printed Name & Signature: Dawn Rowe 

Title: Chair, Board of Supervisors

Date: APR 21 2026

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

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, Los Angeles Field Division Date: _____

SAC, please submit 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:

2026/AFF-B-OP-OD/6610000/PERMID/JDCE/DEA-JLE/DCE/25205/OD009/xxxxxx

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

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



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.
 LYNN A. MONTELL
 Clerk of the Board of Supervisors
 of San Bernardino County
 By _____ Deputy

1875

1875





U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Dawn Rowe, Chair, Board of Supervisors
Signature

Date APR 21 2026



Agency name and LOA number: San Bernardino County Sheriff's Department 2026-95



U.S. DEPARTMENT OF JUSTICE

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;
COORDINATION WITH AFFECTED AGENCIES**

Applicants should refer to the regulations and other requirements 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 or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is 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) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures 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 its 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 Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award 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 award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's 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 Department, 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 of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE,
Washington, DC, 20530;

For OJP and OVW award recipients - U.S. 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 award;

(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; and

(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).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

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

1. Agency Name and Address:

San Bernardino County Sheriff's Department 655 E. Third Street, San Bernardino, CA

2. LOA Number and/or Project Name

2026-95 DCE/SP

3. Grantee IRS/Vendor Number

95-6002747

4. Typed Name and Title of Authorized Representative

Dawn Rowe, Chair, Board of Supervisors

5. Signature



6. Date

APR 21 2026