

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT National Marijuana Initiative Program		WSP Contract No. C081141FED
		Other Contract No. <i>County # 118-08-001</i>
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		
PUBLIC AGENCY NAME Olympic Peninsula Narcotics Enforcement Team		Public Agency Federal Employer Identification Number (mandatory, for tax purposes) 91-6001298
Public Agency Location Address 223 East 4th Street, Suite 12 Port Angeles WA 98362		Public Agency Mailing Address (if different from location address)
Public Agency Contact Name Captain Ron Cameron		Public Agency Contact Telephone (360) 417-2570
Public Agency Contact Fax (360) 417-2498		Public Agency Contact E-mail Address <i>rcameron@co.clallam.wa.us</i>
WSP Contact Information		
WSP Project Manager Name and Title Lieutenant Richard A. Wiley Narcotics Section		WSP Project Manager Address WSP Investigative Assistance Division PO Box 42634, Olympia WA 98504-2634
Telephone (360) 704-2400	Fax (360) 704-2973	E-mail Address richard.wiley@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov
Federal Assistance Information		
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 07.000
Federal Grant Award Name High Intensity Drug Trafficking Area Initiatives		Federal Grant Award Number I7PNWP505Z
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2007
Agreement Start Date March 1, 2008	Agreement End Date December 31, 2008	Maximum Agreement Amount \$10,000
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
FOR THE WASHINGTON STATE PATROL: WSP Signature <i>[Signature]</i> Date <i>4/25/08</i> Printed Name and Title John R. Batiste, Chief		FOR THE PUBLIC AGENCY: Public Agency Signature <i>[Signature]</i> Date <i>4/18/08</i> Printed Name and Title James A. Jones, Jr. Co. Administrator

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 02/20/02

APPROVED AS TO FORM

[Signature]
 CLALLAM CO. PROSECUTORS OFFICE
 DATE: 4-9-08

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.

3. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.

4. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP's agreement number.

5. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.

6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

7. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.

8. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.

WSP INTERAGENCY AGREEMENT (Continued)

9. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
10. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document:

- Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:
- Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.
12. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
13. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.
14. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such

WSP INTERAGENCY AGREEMENT (Continued)

funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.

15. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
16. **Single Audit Act Compliance.** If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
17. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
18. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
19. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Purpose.** The purpose of the National Marijuana Initiative is to facilitate Northwest High Intensity Drug Trafficking Area (NW HIDTA) efforts to conduct intelligence-led investigations into major marijuana manufacturing organizations operating in Washington State, including both indoor and outdoor production. These organizations are believed to have connections in Oregon, California and Mexico. This initiative is designed to facilitate a coordinated investigative effort with other states, to identify and dismantle these large criminal organizations.
2. **Statement of Work.** The Public Agency shall perform investigative activities supporting the National Marijuana Initiative and its goal of investigating, disrupting and dismantling marijuana manufacturing organizations. Such activities may involve, but are not limited to, use of confidential informants, sources of information, interviews, surveillance, search warrants, forensic crime scene processing, forensic evidence analysis, subpoenas, Title 3 support, pin number analyses, undercover purchases of evidence, over-flights, asset seizures, signals intercepts and prosecutions. See Allowable Costs, for costs eligible for reimbursement.
3. **Deconfliction Requirements.** All law enforcement officers operating under this Agreement shall expeditiously telephone into the NW HIDTA Watch Center for all critical events in order to facilitate deconfliction with other agencies. The Public Agency and any other agencies participating under this Agreement shall have and maintain the Western States Information Network (WSIN) membership; and shall deconflict all cases in accordance with WSIN protocols. The Public Agency shall use the Anti-Drug Network Unclassified (ADNETU) for communication between local and out-of-state investigative units. ADNETU is an intelligence-sharing and secure e-mail system requiring enrollment to become an authorized user. If the Public Agency and any other agencies participating under this Agreement are not enrolled in ADNETU, they shall complete the ADNETU Application Agreement (Exhibit D) and fax it to the ADNET Help Desk at (703) 824-3750.
4. **Reporting Requirements.** The Public Agency shall submit WSIN Marijuana Cultivation Reports (Exhibit B) and WSIN subject cards for each case conducted in support of this Agreement. All reports shall be submitted directly to the WSP Project Analyst at the address noted below:

NW HIDTA
ATTN: Analytical Unit Manager, Mr. Robert Wicklund
400 2nd Avenue West, 3rd Floor
Seattle WA. 98119
Telephone: (206) 352-3627
E-mail: rwicklund@nw.hidta.org

Upon request of the WSP Project Analyst, the Public Agency shall provide additional case-specific information to support gathering and dissemination of intelligence both on the intrastate and interstate levels.
5. **Billing Requirements.** WSP shall not reimburse the Public Agency for any activity or associated cost that has not been identified in reports submitted to WSP by the Public Agency. All Public Agency billings must be received by WSP no later than **January 31, 2009** for all reimbursable activities performed by the Public Agency under this Agreement.
6. **Allowable Costs.** Agreement funds may be used to reimburse the Public Agency for the following:
 - a. Law enforcement officer overtime salaries and benefits during the time they are engaged in investigations supporting the initiative, or by supporting NW HIDTA intelligence analysts.

- b. Mileage, subsistence and lodging costs for law enforcement officers during the time they are engaged in work under this Agreement, including attendance at planning meetings; and for attendance at related NW HIDTA-sponsored training. All mileage, subsistence and lodging costs shall be reimbursed at current State of Washington travel reimbursement rates.
 - c. The purchase of evidence and/or information (confidential funds) in the furtherance of investigations under this Agreement.
7. **Unallowable Costs.** Reimbursement to the Public Agency under this Agreement is expressly prohibited for:
 - a. The purchasing of vehicles or equipment;
 - b. Regular salaries and benefits;
 - c. Facilities and related costs;
 - d. Conferences; and
 - e. Any supplanting of existing agency/program budgets that would be otherwise used for this Agreement's purposes.
8. **Use of Funds by Other Law Enforcement Agencies.** The Public Agency may elect to use Agreement funds to reimburse other non-federal law enforcement agencies for their investigations in support of this initiative. If Agreement funds are used in this fashion, the Public Agency remains responsible for requesting reimbursement from WSP, and for ensuring all costs submitted for payment by other law enforcement agencies are allowable under this Agreement. The Public Agency must also report the activities of other law enforcement agencies reimbursed under this Agreement in the Public Agency's Reports to NW HIDTA.
9. **Reallocation of Funds.** As expeditiously as possible, the Public Agency shall notify the WSP Project Manager if the Public Agency shall not be able to expend any portion of funds provided under this Agreement. Subject to the Agreement Alterations and Amendments section of this Agreement, WSP shall reallocate unexpended funds to other law enforcement agencies that have demonstrated a need for additional funding; or towards WSP interdiction efforts.
10. **Hold Harmless.** In addition to the Indemnification section of this Agreement, the Public Agency shall hold the NW HIDTA, the Office of the National Drug Control Policy, their agents and employees, and the United States Government harmless from any and all claims, demands, suits, liabilities and cases of action, or whatever kind and designation, and where-ever located in the State of Washington, resulting from activities funded through this Agreement.
11. **Certifications and Assurances.** The Public Agency shall complete ONDCP's *Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Statutes and Implementing Regulations*. The Public Agency acknowledges that this Agreement shall not take effect and that no funds shall be reimbursed until this completed ONDCP form is received by WSP.
12. **Criminal Intelligence Systems.** The operating principles found in 28 CFR Part 23 that pertain to information collection and management or criminal intelligence systems shall apply to any such systems supported by funding under this Agreement.
13. **Program Income.** The award recipient agrees to account for and use program income, including but not limited to asset forfeitures, in accordance with 21 CFR 1403. Moreover, the use of program income must be consistent with the National Drug Control Strategy.

- 14. Equal Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR section 42.302) that is approved by the Department of Justice's Office of Civil Rights is a violation of its Certified Assurances and may result in the suspension of funding under this Agreement.
- 15. Employment Eligibility Verification Forms.** The Public Agency agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Forms (I-9) for all Public Agency employees working under this Agreement. This form is to be used by the Public Agency to verify that persons are eligible to work in the United States.
- 16. Control and Use of Confidential Funds.** By signing this Agreement, the Public Agency certifies that it understands and agrees to abide by all the conditions for confidential funds as set forth Exhibit C, Control and Use of Confidential Funds, to this Agreement, which is attached hereto and incorporated herein.

MARIJUANA CULTIVATION SEIZURE REPORT

MAIL TO: Western States Information Network
PO Box 2347, Olympia WA 98507-2347
FAX: (360) 704-2973

Date of Seizure: _____ GPS Coordinates (mandatory for outdoor grows)
 Case Number: _____ Latitude _____ Longitude _____
 Officer: _____ Address: _____
 Agency: _____ City: _____
 Phone Number: _____ County: _____
 Email: _____

Marijuana Hotline Tip ? Yes No

SITE/SECURITY INFORMATION (CHECK APPROPRIATE INFORMATION)

<input type="checkbox"/> Grown by Owner	<input type="checkbox"/> Outdoor	Type of Land (BLM, Forest Service, Park, etc.)	
<input type="checkbox"/> Grown by Renter	<input type="checkbox"/> Indoor	<input type="checkbox"/> Forest Service	<input type="checkbox"/> Bureau of Indian Affairs
<input type="checkbox"/> Hired Plant Tender(s)	<input type="checkbox"/> Underground	<input type="checkbox"/> Bureau of Land Management	
<input type="checkbox"/> Unknown		<input type="checkbox"/> Private	<input type="checkbox"/> Other

COMMENTS: (Explain any unusual grow operations, grow concealment, packaging techniques, booby traps, watchdog, armed confrontation, and type of weapons found.) _____

HOW WAS THE GROW DISCOVERED? (i.e. DEA helicopter, National Guard helicopter, confidential informant, citizen complaint, etc.) _____

SEIZURE INFORMATION: (Include weight/units of drugs found and estimate the value of seized property. Example: light, ballast shield is worth \$200. Include name of manufacturer of light and related equipment.)

Plant Count _____	Currency \$ _____	Handguns _____
Dry Marijuana _____	Vehicles \$ _____	Rifle _____
Other Drugs _____	Land/Bldg. \$ _____	Shotgun _____
Light System \$ _____	Surveillance System \$ _____	Knives _____
Cell phones \$ _____	Satellite Phone \$ _____	Booby Traps _____
Other (Specify) _____		

COMMENTS: _____

TOTAL NUMBER OF ARRESTS: _____ (Please fill in details below)

Name _____	DOB: _____
Name _____	DOB: _____
Name _____	DOB: _____

CONTROL AND USE OF CONFIDENTIAL FUNDS

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

DEFINITION FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS

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

POLICY

Confidential funds are those monies allocated to the purchase of services, purchase of evidence and the purchase of specific information. These funds should only be allocated:

1. When the particular merits of a program/investigation warrant the expenditure of these funds.
2. When a signed certification that the project director has read, understand, and agrees to abide by the provisions of the Guideline is received for all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted and approved at the time of grant application.

Figure 1. **SAMPLE CERTIFICATION**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understood, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of ONDCP Financial and Administrative Guide.

Date: _____ Signature: _____

Project Director

Grant No.: _____

5. Receipt for purchase of information. An informant payee receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Commutative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an informant payee receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or office making the payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first line supervisor authorizing and certifying the payment.
6. Review and Certification: The signed receipt from the informant payee with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.
7. Reporting of Funds: Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/Subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions: Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Documentation, Item 2 under Informant Files, for a list of documents which should be in an informant files. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security: A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designed by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area, except for review by a management official or the handling agent, and should be returned prior to

the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation: Each file should include the following information:
 - a. Informant Payment Record kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Established Record including complete identifying and location data, plus any other documents connected to the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number)
 - d. Agreement with Cooperating Individual.
 - e. Receipt for Purchase of Information.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation report bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any non-monetary furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignments of an informant code-name to protect the informant's identity.
2. An informant code book controlled by the office head or his/her designee containing:
 - a. Informant's code number
 - b. Type of informant (i.e., informant, defendant/informant, restricted-use/informant.
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Documentation, Item 2, under Informant Files.

4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. When a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If a verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person to receive payments charged against PE/PI funds should be established as an informant. This includes the person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made:
 - a. *Payments for information and/or Active Participation:* When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to minimum.
 - b. *Payment for Informant Protection:* When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payment should not exceed the amounts authorized to law enforcement employees for these activities.
 - c. *Payment to Informants of Another Agency:* To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a receipt for purchase of information. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures, which conceptually should be charged to PE/PI/PS, are in fact so charged. It is only in this manner that these funds may be properly managed at all levels. And accurate forecasts of projected need be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider (1) the significance of the investigation; (2) the need for this expenditure to further the investigation, and (3) anticipated expenditures in other investigations. Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.
5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Receipt for purchase of information or a voucher for purchase of evidence should be completed to document funds used in the purchase of evidence of funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hours period that the expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. The level of management that approved the advance may grant an extension of 48-hour limit. Factors to consider in granting such as extension are the amount of funds involved, the degree of security under which the funds are being held, how long an extension is required, and the significance of the expenditure. Such extensions should be limited to 48-hours. Beyond this, the funds should be returned and re-advanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the funds cashier should be presented with either the unexpended funds, an executed voucher payment for information or purchaser of evidence or written notification by management that an extension has been granted.
7. Purchase of Service expenditures, when not endangering the safety of the office or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

ADNETU User Account Authorization

Bolded information is required.

Site/Application Name:		Date:	
(<input type="checkbox"/> government <input type="checkbox"/> contractor)			
Last Name/First/MI:		Select Status:	
Street Address:			
City:	State:	Zip Code:	Country:
Country of Citizenship:			
Phone Number:			
E-mail:			
Department:		Agency:	
Organization:		Office:	

ADNETU USER AGREEMENT

For the purpose of this ADNETU User Agreement, terms referencing "System, Site/Application, or User" will mean of the Site/Application Name listed above.

As an ADNETU User, I understand and accept that I am ultimately responsible for any actions taken through the use of this account. I understand that this is to include, but is not limited to, all conduct exhibited through this account, material exchange through access provided by this account, the handling of material, and the safeguarding of unauthorized access to this account. I understand that the person identified above is the only person authorized to access ADNETU through use of this account. I also understand and agree that the site's security policy is the ultimate authority for all security matters relating to, my access and handling of all information contained within the ADNETU sensitive but unclassified system, or any other sensitive but unclassified system.

I accept responsibility for safeguarding all materials contained/extracted within/from the site/application, ADNETU, and associated sites/applications, from disclosure, unauthorized or inadvertent modification, and destruction. I will follow the site's security policy and ensure all materials are handled at the appropriate classification level and only collaborate with others authorized to receive the material. I agree to notify all appropriate authorities of any security compromises immediately.

By signing the ADNETU User Agreement, I understand and accept that my use of this site/application may be monitored as part of managing the system, protecting against unauthorized access, and verifying security problems. My access may be suspended or revoked for non-compliance with any of the site's security policies that impact my access to the ADNETU system.

I acknowledge the information provided is true to the best of my knowledge and that I understand and agree to all terms and conditions of the site's security policy and the ADNETU User Agreement. I also acknowledge that if any of this information changes or I if my status as an active ADNETU User changes that I will still be responsible until I provide the System Administrator and/or Site/Application Administrator with written confirmation of changes and my status is updated.

_____ /_____/_____
Printed/Typed Name Signature Date

Sign and return this form via fax to the ADNET Help Desk at (703) 824-3750 prior to achieving ADNETU connectivity. Please retain a copy of this agreement for your records as well.



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, subcontracts 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)

1914 W. 18th St.
Port Angeles WA 98303

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:

Olympic Peninsula Narcotics Enforcement Team, 223 E. 4th St, Suite 12
Port Angeles WA 98302

2. Application Number and/or Project Name

Grantee IRS/Vendor Number

National Marijuana Initiative Program

916001298

4. Typed Name and Title of Authorized Representative

James A. Jones, Jr. County Administrator

4/18/08

5. Signature

6. Date