Board Office Use: Le	gislative File Info.
File ID Number	14-0114
Introduction Date	2-12-2014
Enactment Number	14-0226,
Enactment Date	2-12-140



Community Schools, Thriving Students

Memo	
ToBoard of EducationFromJacqueline Minor, General Counsel Chief James Williams	
Subject	APPROVAL OF THE PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN DISTRICT AND DEA TASK FORCE
Action Requested	Approval of Cooperative Agreement between the District Police Services and the Drug Enforcement Administration (DEA) Task Force
<b>Background</b> <i>A one paragraph</i> <i>explanation of the</i> <i>the MOU.</i>	The DEA Task Force works to disrupt illicit drug traffic in the Oakland area. As a part of law enforcement cooperative agreement, OUSD Police Officers support the work of the Task Force. Under the agreement the DEA reimburses the District the overtime that may be incurred to support the task force work. The amount of overtime does not exceed \$17,202 per federal fiscal year.
<b>Discussion</b> <i>One paragraph</i> <i>summary of the</i> <i>MOU.</i>	Under the Agreement, the District will be reimbursed during the period from October 1, 2013 to September 30, 2014 overtime (not to exceed \$17,202) to pay OUSD Police Officers to support the work of the task force.
Recommendation	Approval by the Board of Education of the Cooperative Agreement between the District Police Services and the Drug Enforcement Administration (DEA) Task Force
Fiscal Impact	No cost to the District
Attachments	AGREEMENT BETWEEN DISTRICT AND DEA TASK FORCE

## Memorandum



Subject	Data
Fiscal Year 2014 - Original Program-Funde Task Force Officer Agreement for the San Division and Oakland School District Polic (DFN: 601-05)	Francisco Field SEP 1 9 2012
То	From
Rodel B. Babasa Acting Section Chief OMS	Bruce C. Balzano Acting Special Agent in Charge San Francisco Field Division

The San Francisco Field Division is submitting one new Program-Funded State and Local Task Force Agreement for fiscal year 2014 for the <u>Oakland Unified School District Police Department</u>. The agreement contains all original signatures. The agreement has been executed in accordance with the guidelines issued by Deputy Chief of Operations Robert Brisolari on June 20, 2013.

<u>TFO Antonio T. Fregoso</u> (OMS # S-13-0507) from the <u>Oakland Unified School District Police</u> <u>Department</u> was deputized on July 12, 2013 and is currently assigned to Task Force Group (Oakland). TFO Fregoso will continue his assignment during fiscal year 2014.

Please contact Special Projects Officer Leroy Kemp at (415) 436-7101 if there are any questions regarding this agreement.

Attach: Letter of Agreement (Original and Signed by Parent Agency Head and SAC) OJP-4061 (Original and Signed by Parent Agency Head) DEA-19 (September 30, 2013 to September 29, 2014) for Fiscal Sub-Unit

# PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT POLICE DEPARTMENT AND DEA TASK FORCE GROUP (OAKLAND)

This agreement is made this <u>30<sup>th</sup> day of September, 2013</u>, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and <u>Oakland Unified School District</u> <u>Police Department</u> (hereinafter "OUSDPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the <u>Greater East</u> <u>Bay Area of California</u> and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of <u>Alameda, Contra Costa, and Solano Counties</u>, the parties hereto agree to the following:

1. The Task Force Group (Oakland) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Oakland area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.

2. To accomplish the objectives of the <u>Task Force Group (Oakland)</u>, the <u>Oakland Unified School District</u> <u>Police Department</u> agrees to detail <u>one (1)</u> experienced officer to the <u>Task Force Group (Oakland)</u> for a period of not less than two years. During this period of assignment, the <u>one (1) Oakland Unified School</u> <u>District Police Department</u> officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force Group (Oakland).

3. The <u>Oakland Unified School District Police Department</u> officer assigned to the <u>Task Force Group</u> (<u>Oakland</u>) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the <u>Task Force Group</u> (<u>Oakland</u>).

4. The <u>Oakland Unified School District Police Department</u> officer assigned to the <u>Task Force Group</u> (<u>Oakland</u>) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the <u>Task Force Group (Oakland)</u>, DEA will assign <u>eight (8)</u> Special Agents to the <u>Task Force Group (Oakland)</u>. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the <u>Oakland Unified School District Police</u> <u>Department</u> officer assigned to the <u>Task Force Group (Oakland)</u>. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the <u>Task Force Group (Oakland)</u>, the <u>Oakland Unified School</u> <u>District Police Department</u> will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the <u>Task Force Group (Oakland)</u>, and for making all payments due them. DEA will, subject to availability of funds, reimburse the <u>Oakland Unified School District Police</u> <u>Department</u> for overtime payments made by it to <u>one (1) Oakland Unified School District Police</u> <u>Department</u> officer assigned to the <u>Task Force Group (Oakland)</u> for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (<u>currently \$17,202.25</u>), per officer. *Note: Task Force Officers overtime "shall not include any costs for benefits, such as retirement, FICA,* and other expenses."

7. In no event will the <u>Oakland Unified School District Police Department</u> charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The <u>Oakland Unified School District Police Department</u> shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The <u>Oakland Unified School District Police Department</u> shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The <u>Oakland Unified School District Police Department</u> shall maintain all such reports and records until all audits, and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The <u>Oakland Unified School District Police Department</u> shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The <u>Oakland Unified School District Police Department</u> agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The <u>Oakland Unified School District Police Department</u> acknowledges that this agreement will not take effect and no Federal funds will be awarded to the <u>Oakland Unified School District Police Department</u> by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the <u>Oakland Unified</u> <u>School District Police Department</u> shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until <u>September</u> 29, 2014. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by <u>Oakland Unified School</u> District Police Department during the term of this agreement.



.

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

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 68, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon 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 appropriate 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 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 sitempting to influence an officer or employee of any agency, a Mamber of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 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, sentanced 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 antitrus statutes or commission of embezziement, theft, forgery, bribery, faisification or destruction of records, making faise statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civity 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 delined at 28 CFR Part 67 Sections 67,815 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 uniawful 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 swareness program to inform employees about-

(1) The dangers of drugs 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-

P FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4062/3 AND 4081/4 WHICH ARE OBSOLETE.

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

(2) Notity 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 subparsgraph (d)(2) from an employee or otherwise receiving sctual 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, country, state, zip code)

Check [] if there are workplace on file that are not identified have.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federai 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 I 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 67.815 and 67.820-

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

B. If convinced 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.

Application Number and	) FREGOSO, OPS	3. Grantee IRS/Vendor Numb
The lines		
Typed Name and Title of	CHIEF OF POLICE	
In		
AVV		21 JUN 13
Signature		6. Date
/		

For the Drug Enforcement Administration:

Bruce C. Balzano

Date: S/11

Acting Special Agent in Charge San Francisco Field Division

For the Dakland Public Schools lliams

Date: 2/ Jun 13

Chief of Police Gakland Public Schools

DAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel APPROVED FOR FORM & SUPSTANCE By: ABUINS ( S. U. 20)

2/13/14

Davić Kakishiba President, Board of Education

2/13/14

Gary Yee, Ed. D. Secretary, Beard of Education

File ID Number 14 -0114 Introduction Date: Enactment Number: 14-Enactment Date: 2-/ 7-14 By:

	Agi	table Shai reement a ertificatio	nd 🛛 📲 🌽	OMB Number 1123-0011 Expires 9-30-2014
Police De	epartment 🔿 Shei	iff's Office	Task Force (Com	plete Table A)
O Prosecut	tor's Office 🛛 Nati	onal Guard Cou	interdrug Unit	○ Other
	* Please fill each required field.	-		ions. *
Agency Name: Oak	land Unified School I	District, Police Se	rvice	
NCIC/ORI/Tracking	Number: C A 0	0 1 3 9	0 0	
Mailing Address: $1$	011 Union Street			
City: Oakland			State: CA	<b>Zip:</b> 94607
Finance Contact:	First: Lito		Last: Catolos	
Pł	none: 510-879-0125	E-mail: lito.cat	olos@ousd.k12.ca.u	15
Preparer:	First: Veronica		Last: La Foucade	
Same as Finance Contact	none: 510-874-7783	E-mail: veroni	ca.lafoucade@ousd.	k12.ca.us
Independent Publi	c Accountant:	E-mail: lito.cat	olos@ousd.k12.ca.u	18
Last FY End Date:	06/28/2013	Agency Cur	ent FY Budget:	\$4,555,263.00
New Participant:	Read the Equitable Sl	naring Agreement a	nd sign the Affidavit.	
C Existing Participan	t: Complete the Annua the Affidavit.	Certification Repo	t, read the Equitable S	haring Agreement, and sign
O Amended Form:	Revise the Annual Ce the Affidavit.	rtification Report, re	ead the Equitable Shar	ing Agreement, and sign
	Annual	Certificati	on Report	
Summa	ry of Equitable Sharing	Activity	Justice Funds	<b>Treasury Funds</b> <sup>2</sup>
1 Beginning Equitat	ole Sharing Fund Balance	(must match		

	Summary of Equitable Sharing Activity	Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing O Interest Bearing O		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$0.00	\$0.00

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA. <sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

r +

	Summary of Shared Funds Spent	Justice Funds	<b>Treasury Funds</b>
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
с	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
I	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
0	Did your agency receive non-cash assets? O Yes O No If ye	s, complete Table H.	

## Please fill out the following tables, if applicable.

### Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

## Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	<b>Treasury Funds</b>
Agency Name:		
NCIC/ORI/Tracking Number:		

## Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	<b>Treasury Funds</b>
Agency Name:		
NCIC/ORI/Tracking Number:		

#### Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	<b>Treasury Funds</b>

#### Table E: Expenditures in Support of Community-Based Programs

lecipient	Justice Funds

### **Table F: Windfall Transfers**

Recipient	Justice Funds	<b>Treasury Funds</b>

#### Table G: Matching Grants

Matching Grant Name	Justice Funds	<b>Treasury Funds</b>

#### **Table H: Other Non-Cash Assets Received**

Source	Description of Asset
Justice 🔿	
Treasury 🔿	

### Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged		
	Race Color National Gender		
	Disability Age Other		

## Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

# **Equitable Sharing Agreement**

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).* 

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## **Affidavit - New Participant**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? O Yes No

If you answered yes to the above question, complete Table I

Agency Head		Governing Body Head		
Signature:		Signature:	AND REPORT AND A DECEMBER OF A DECE	
Name:	James Williams	Name:	David Kakishiba	
Title:	Chief	Title:	President, Board of Education _2/13/14	
Date:		Date:	Gary Yee, Ed.D.	
E-mail:	james.williams@ousd.k12.ca.us	E-mail:	Secretary, Board of Education David.Kakishiba@ousd.kl2.ca.us	
			Gary.Yee@ousd.kl2.ca.us	
Subscribe to Equitable Sharing Wire: The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.				
Final Instructions:				
Step 1: Click to save for your records		Step 3: Email the XML file to aca.submit@usdoj.gov		
Step 2: Click to save in XML format		Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov		
		l (Email subje	ct line must include Agency NCIC/ORI Code)	
FOR AGENCY USE ONL Entered by	Y II II III III III III III III II			
Entered on ⊙ FY End: 06/28/20	13 Date Printed: February 27, 20	14 13·42		
O NCIC: CA0013900			rvice Phone: 510-874-7783	
<sup>O</sup> State: CA Pr	eparer: Veronica La Foucade	E-mai	il: veronica.lafoucade@ousd.k12.ca.us	