

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202010036

Originating Department:	35 Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3520 Bureau of LE & Investigations / 352070 Drug Task Force
Contract or Grant Administrator:	Undersheriff Doug Chadwick
Contractor's / Agency Name:	U.S. Department of Justice OCDETF

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____ Cost Center: 1003520005
 Yes No If yes, RFP and Bid number(s): _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
- Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days. Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 10,000.00
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ 10,000.00

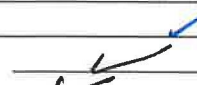
Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Agreement provides for reimbursement of Sheriff's Office overtime in connection with U.S. Department of Justice Organized Crime Drug Enforcement Task Force (OCDETF) investigation.

Term of Contract: 10/1/20 Expiration Date: 9/31/2021

Contract Routing:	1. Prepared by: <u>Donna Duling DD</u> <u>DMF</u>	Date: <u>10/14/20</u>
	2. Attorney signoff: <u>approved via email Bw/DD</u>	Date: <u>10/19/20</u>
	3. AS Finance reviewed: <u>approved via email me/DD</u>	Date: <u>10/22/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>10-27-2020</u>
	7. Council approved (if necessary): 	Date: <u>11.10.2020</u>
	8. Executive signed: _____	Date: <u>11.12.2020</u>
	9. Original to Council: _____	Date: <u>12-2-2020</u>

WHATCOM COUNTY
CONTRACT NO.
202010036

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2021 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 060044641
Federal Tax Identification #: 91-8001383

Rural* Y N
DC#: K-32

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2
\$-10,000.00 5,000.00
Number of Officers Listed: 6
From: October 1, 2020
Beginning Date of Agreement
To: September 30, 2021
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative
Number: PA-WAW-0347
Operation Name: Clumsy Cowboy
Operation Zip Code(s): 98225

Federal Agency Investigations:
Number: 245C-SE-3217617

State or Local Organization
Narcotics Supervisor: Chief Kevin Hester
Telephone Number: (360) 778-6834
E-mail Address: khester@co.whatcom.wa.us

State or Local Organization Name:
Whatcom County Sheriff's Office
Address to receive OCDETF paperwork (no PO Boxes):
Attention: Donna Duling
311 Grand Ave BSMT
Bellingham, WA 98225

Sponsoring Federal Agency(ies):
FBI

Sponsoring Federal Agency
Group/Squad Supervisor: SSA Sullivan
Telephone Number: 360.527.2105
E-mail Address: p.sullivan@fbi.gov

Please provide the name, telephone number, and e-mail address for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Donna Duling - Financial Accountant
Telephone Number: (360) 778-6611
E-mail Address: SheriffAccounting@co.whatcom.wa.us

APPROVED

Agreement (FY21), Page 1

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/en-t-rural>

**Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2021 Agreement Initial Funding Form
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

OCDETF Case #: PA-WAW-0347

Amount Requested: \$ 10,000.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance Takedown Trial/Court Wire Approved Pending Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:

\$ 70.02

Estimated overtime hours for your active investigation plan, from the agreement start date:

Prior year agreement spending (funds):

\$ 6,404.53

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Initial funding communicated via email from Mary Ann Pereira, FBI

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances, the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initiated by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [Signature] CHIEF DEPUTY 10-19-20
Authorizing State or Local Official Title Date

KEVIN HESTER
Print Name

Approved By: [Signature] 11/18/2020
Sponsoring Federal Agency Special Agent in Charge or Designee Date

HARVEY SHERMAN
Print Name

Approved By: [Signature] 11/23/2020
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: [Signature] 11/23/20
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. Subject to availability of funds.

Approving Official: _____
OCDETF Executive Office Date

WHATCOM COUNTY:
Recommended for Approval:



Bill Elfo, Sheriff

10-19-20
Date

Approved as to form:

Approved via email Bw/BD 10/19/20
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: Satpal Sidhu 11.12.2020
Satpal Sidhu, Whatcom County Executive Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 12th day of November, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Arden J Landry
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 05.25.2023

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS**

State or Local Organization: Whatcom County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0347

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Burks, Doug	Sergeant	12/11/68
2.	Aasink, Grant	Deputy	3/29/84
3.	Nyhus, Jason	Deputy	12/28/71
4.	Strand, Erik	Deputy	5/12/80
5.	Streubel, S. Austin	Deputy	2/22/79
6.	Taddonio, Frank "Michael"	Deputy	10/7/79
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time, and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME

If an officer/agent works between eight (8) to seventy-nine (79) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance, or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged:


Authorized State or Local Official

CHARLES DEPUY
Title

10-19-20
Date

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: Kevin Hester, Chief
Address: Bellingham, WA 98225
Bellingham, WA 98225

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
5. OCDETF State and Local Overtime funds are *not* to be used for:
- a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
6. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.
7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$19,180.25 from any Federal source this fiscal year.

Acknowledged:


Authorized State or Local Official
(Name and Signature)

CHIEF DEPUTY
Title

10-19-20
Date

LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice
United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.Box 36055
San Francisco CA 94102

Tel: 415-436-7200
Fax:415 436 6982

Chief Kevin Hester
Whatcom CSO
311 Grand Ave. BSMT
Bellingham WA 98225

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year FY-21

Dear Chief Kevin Hester:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Whatcom CSO under the following terms:

OCDETF Case #: PA-WAW-0347
Operation: CLUMSY COWBOY
Dates of the Agreement: 11/24/2020 through 09/30/2021 (FY-21)
Funding Amount (\$): \$5,000.00
Sponsoring Federal Agency: FBI

At no time should your State or Local agency exceed the approved funding noted above.

****Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. **Any supplemental funding will be contingent upon availability of funds.**

OCDETF Agreement For Fiscal Year FY-21

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$19,180.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning 10/01/2020). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. An agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Wee, Debbie at 415 558 2516.

Very truly yours,

David Anderson
United States Attorney

Karen Beausey
OCDETF Regional Director
Pacific Region

LAW ENFORCEMENT SENSITIVE

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT
AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year: FY-21
OCDETF Investigation: PA-WAW-0347
Funding Amount (\$): \$5,000.00
State or Local Agency: Whatcom CSO

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office Pacific Region. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement. This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Karen Beausey, OCDETF Florida Caribbean Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office, Pacific Region. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.Box 36055
San Francisco, CA 94102

Date

12-1-20

Signature of State/Local Official



Print Name/Title

CHIEF DEPUTY KEVIN HESTER

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

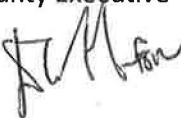
RECEIVED

OCT 27 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

To: Satpal Sidhu, County Executive

From: Bill Elfo, Sheriff 

Date: October 22, 2020

Subject: Agreement with the U.S. Department of Justice
Organized Crime Drug Enforcement Task Forces (OCDETF)
OCDETF Investigation / Strategic Initiative PA-WAW-0347

Enclosed for your review and signature is an original agreement between Whatcom County and the U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF). There is only one copy instead of the normal two as the Department of Justice has moved to complete electronic communications.

Background and Purpose

This agreement provides for reimbursement of overtime of Whatcom County Sheriff's Office Deputies engaged in Federal Organized Crime Drug Enforcement Task Force investigations.

Funding Amount and Source

\$10,000 from the U.S. Department of Justice / FBI

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding the term of this agreement

Thank you.

enclosure