

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202306016

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:	Doug Chadwick, Undersheriff
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#: N/A

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
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 1003523002

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):
 \$ 5,000.00
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ 5,000.00

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) investigations.

Term of Contract: 06/09/2023 Expiration Date: 09/30/2023

Contract Routing:	1. Prepared by: <u>Dawn Pierce</u> <u>dmp</u>	Date: <u>06/12/2023</u>
	2. Attorney signoff: <u>Approved via email BW/dmp</u>	Date: <u>06/13/2023</u>
	3. AS Finance reviewed: <u>Approved via email AT/dmp</u>	Date: <u>06/13/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>7/17/23</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>6/15/23</u>
	7. Council approved (if necessary): <u>AB2023-412</u>	Date: <u>7/11/23</u>
	8. Executive signed: <u>✓</u>	Date: <u>7/2/23</u>
	9. Original to Council: _____	Date: _____

WHATCOM COUNTY
SHERIFF'S OFFICE


BILL ELFO
SHERIFF



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

MEMORANDUM

To: Satpal Sidhu, County Executive

From: Bill Elfo, Sheriff 

Date: June 12, 2023

Subject: Agreement with the U.S. Department of Justice
Organized Crime Drug Enforcement Task Forces (OCDETF)
OCDETF Investigation / Strategic Initiative PA-WAW-0376, DEA RL-23-0005

RECEIVED

JUN 15 2023

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

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).

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

\$5,000 from the U.S. Department of Justice / Drug Enforcement Administration.

Differences from Previous Contract

This is the first agreement for this investigation.

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

Thank you.

enclosure

DEA

WHATCOM COUNTY
CONTRACT NO.
202306016

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #: 060044641
Federal Tax Identification: 9 1 - 6 0 0 1 3 8 3

EXO USE ONLY
DC#: Z-32-_____

Amount Requested: \$ 5,000.00
Amount requested should match the amount calculated on the Initial Funding Form, Page 2
Number of Officers Listed: 20

OCDETF Investigation / Strategic Initiative
Number: PA-WAW-0376
Operation Name: The Mondays

From: June 9, 2023 (IIF Approval Date 6/8/2023)
Beginning Date of Agreement
To: September 30, 2023
Ending Date of Agreement

Federal Agency Investigations
Number: RL-23-0005

Addendum A in use? Y N

State & Local Organization
Narcotics Supervisor: Lieutenant James Triplett
Type text here
Telephone Number: 360-778-6725
Email Address: JTriplett@co.whatcom.wa.us

Sponsoring Federal Agency(ies):
DEA

Sponsoring Federal Agency(ies)
Group / Squad Supervisor: Jason E Webber, RAC
Telephone Number: (571) 387-3292
Email Address: jason.e.webber@usdoj.gov

State & Local Organization Name:
Whatcom County Sheriff's Office
Address to receive OCDETF paperwork (no PO Boxes): Attention: *
ATTENTION: DONNA DULING
311 GRAND AVENUE
BELLINGHAM, WA 98225

APPROVED

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

Please provide the name, telephone number, and email address for the **financial staff person** at the **State & Local Organization**, who is directly responsible for the **billing on the Reimbursement Request**:

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

This Agreement is between the above-named State & 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 & 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 & 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 & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. 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. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & 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 & 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. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization 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 approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. 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.
11. 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 & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist 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.
12. 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 & 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.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. 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 & 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

17. 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 & 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & 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 all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & 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.
20. 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.
21. 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.

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 & 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 & 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.

WHATCOM COUNTY:
Recommended for Approval:



Bill Elfo, Sheriff

06/13/23
Date

Approved as to form:

APPROVED VIA EMAIL BW/dmp
Prosecuting Attorney

06/13/2023
Date

Approved:
Accepted for Whatcom County:


By: 
Satpal Sidhu, Whatcom County Executive

07/12/2023
Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 12th day of July, 2023, 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.





NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 4/13/27.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

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

State & Local Organization: Whatcom County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0376

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.	<u>Allen, James</u>	<u>Detective</u>	<u>7/31/1991</u>
2.	<u>Assink, Grant</u>	<u>Deputy</u>	<u>3/29/1984</u>
3.	<u>Chambers, Dane</u>	<u>Deputy</u>	<u>3/23/1988</u>
4.	<u>Hester, Collin</u>	<u>Deputy</u>	<u>8/15/1989</u>
5.	<u>Heystek, Lucas</u>	<u>Deputy</u>	<u>10/21/1989</u>
6.	<u>High, Matthew</u>	<u>Sergeant</u>	<u>8/18/1970</u>
7.	<u>Ingermann, Neil</u>	<u>Deputy</u>	<u>5/4/1993</u>
8.	<u>Leach, Trent</u>	<u>Deputy</u>	<u>3/24/1989</u>
9.	<u>Nyhus, Jason</u>	<u>Sergeant</u>	<u>12/28/1971</u>
10.	<u>Osborn, DJ</u>	<u>Deputy</u>	<u>8/16/1976</u>

OCDETF Officer Form (Continued)

State & Local Organization: Whatcom County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0376

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>
11.	Oswalt, Brian	Deputy	11/22/1970
12.	Paz, Anthony	Sergeant	9/27/1975
13.	Pike, Justin	Deputy	6/26/1983
14.	Rathbun, Ryan	Deputy	3/8/1971
15.	Streubel, Stanley "Austin"	Deputy	2/22/1979
16.	Taddonio, Frank "Mike"	Deputy	10/7/1979
17.	VandenBos, Chris	Detective	7/31/1991
18.	Walcker, Todd	Detective	2/13/1974
19.	Weatherby, Nicholas	Detective	1/14/1986
20.	Wood, Ben	Deputy	4/15/1980
21.			
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31.			
32.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to reimburse only 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 may 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 regular* time will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works more than eighty (80) hours regular* time per month on OCDETF matters, then the officer/agent will be 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 must be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) state that the sponsoring federal agency supervisor in the district where the investigation is being conducted approves of the request.

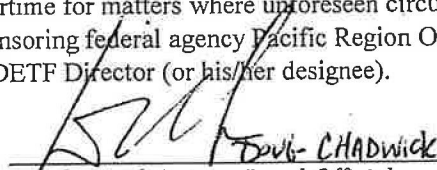
ZERO PARTICIPATION (Zero Regular Hours Worked)

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:

 David CHADWICK Undersheriff
Authorized State or Local Official Title 06/13/23
Date

(Name and Signature)

**A minimum of 1 (one) regular hour must be worked on the OCDETF investigation for which the overtime is being billed for reimbursement.*

ADDENDUM B
OCDETF Pacific Region

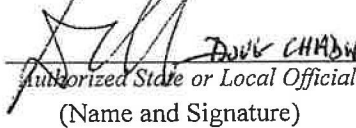
1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure 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: Lt. James Triplett

Address: 311 Grand Avenue, 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 \$19,840.75 from any Federal source this fiscal year.

Acknowledged:


Dawn Chadwick Undersheriff
Authorized State or Local Official Title
(Name and Signature)

04/13/23
Date