

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	35 Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3520 Bureau of LE & Investigations / 352070 Drug Task Force
Contract or Grant Administrator:	Steve Harris, Undersheriff
Contractor's / Agency Name:	Washington State Department of Commerce
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>S25-34466-014</u> CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Cost Center: <u>1003524006</u>	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>150,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>150,000</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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: _____	
Grant agreement to interdict criminal gangs and drugs through multi-jurisdictional efforts of law enforcement and prosecution. Federal grant funds of \$150,000.00 from the Washington State Department of Commerce will help support positions in the Sheriff's Office that are assigned to the Whatcom Gang and Drug Task Force	
Term of Contract: 7/1/24	Expiration Date: 6/30/25

Contract Routing:	1. Prepared by: D.Duling	Date: 7/23/24
	2. Attorney signoff: <u>Approved via email Bw/RD</u>	Date: <u>7/23/24</u>
	3. AS Finance reviewed: <u>Approved via email AT/RD</u>	Date: <u>7/24/24</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**Interagency Agreement with**

**Whatcom County Sheriff's Office**

**through**

**Office of Firearm Safety and Violence Prevention – Community Safety  
Unit**

**Contract Number:  
S25-34466-014**

**For**

**Whatcom Gang and Drug Task Force – Multijurisdictional investigation and prosecution of drug, gang, and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.**

**Dated: Monday, July 1, 2024**



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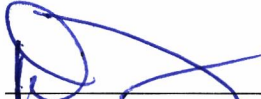
## Face Sheet

Contract Number: S25-34466-014

**Washington State Department of Commerce  
Community Services Division  
Community Safety Unit  
Multijurisdictional Task Forces**

<b>1. Contractor</b> Whatcom County Sheriff's Office Public Safety Building 311 Grand Avenue Bellingham, WA 98225		<b>2. Contractor Doing Business As (as applicable)</b>  Whatcom Gang and Drug Task Force	
<b>3. Contractor Representative</b> Lt. Keith Linderman Task Force Commander (360) 778-6600 klinderm@whatcomcounty.us		<b>4. COMMERCE Representative</b> Kaitlin Jones Program Manager (509) 638-6454 Kaitlin.jones@commerce.wa.gov	
<b>5. Contract Amount</b> \$150,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2024	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> 91-6001383		<b>11. SWV #</b> SWV0002425-02	<b>12. UBI #</b> 600-358-208
<b>13. UEI #</b> NT6RMN8THTN7			
<b>14. Contract Purpose</b> Whatcom Gang and Drug Task Force– Multijurisdictional investigation and prosecution of drug, gang, and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
<b>FOR CONTRACTOR</b>  <div style="text-align: center; font-size: 1.2em; font-family: cursive;">See Attached</div> <hr/> Satpal Sidhu, Whatcom County Executive  <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Cindy Guertin-Anderson, Assistant Director  <hr/> Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

WHATCOM COUNTY:  
Recommended for Approval:

  
\_\_\_\_\_  
Donnell Tanksley, Sheriff

7/26/24  
Date

Approved as to form:

Approved via email Bw/DS 7/23/24  
Prosecuting Attorney Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_.



## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$150,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$150,000, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S25-34466-014.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.



No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and





iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE



## **Attachment A: Scope of Work**

### **PURPOSE AND BACKGROUND:**

The Washington State Department of Commerce, hereafter called "COMMERCE," is initiating this contract to support the work of the Whatcom Gang and Drug Task Force. A primary focus of the Task Force is cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities. COMMERCE will provide funding and Peer Review of the Task Force; and the Contractor will provide support for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement.

The Contractor shall provide or perform the following:

- 1) Description of the Structure of and Participating Partners in Multijurisdictional Task Force:
  - a) Identify members of the Regional Task Force, which must consist of the following:
    - i) Minimum of four (4) commissioned officers dedicated to the project (full time), or three (3) commissioned officers at a reduced funding level. In either case, one (1) of the commissioned officers shall be a full-time supervisor. Such officers shall work out of a common location.
    - ii) Support staff (minimum of half-time).
    - iii) Prosecutorial support of one (1) dedicated prosecutor/deputy prosecutor, or sufficient prosecutorial support such that no case submitted by the task force is rejected due to lack of staffing;
    - iv) Gang Liaison (may be another member of the local task force).
    - v) Analyst (Optional)
  - b) Discuss participating partners in the Task Force. The Task Force shall organize and govern participating partners as measured by:
    - i) Contribution of least one (1) dedicated law enforcement officer by a minimum of three (3) local law enforcement agencies in the service area, or two (2) local law enforcement agencies if funded at a reduced funding level.
      - (1) Local law enforcement agencies for this purpose includes city, county, and tribal agencies.
      - (2) Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, sufficient to support 90% of the full cost of a dedicated officer, may count as participation by local law enforcement agency for each officer so supported.
      - (3) The Washington State Patrol may substitute for one of the local law enforcement agencies in small and rural task forces.
- 2) Maintain a task force personnel roster that includes course completion certificates. This information may be requested by COMMERCE post award to ensure compliance or may be requested during the Peer Review.
- 3) Ensure each member of the Task Force completes the online task force training within 120 days of award acceptance. All future Task Force members are required to complete this training once during the life of this award or once every four years if multiple awards include this requirement. (See Center for Task Force Training Online Training Portal ([centf.org](http://centf.org))).
- 4) Ensure attendance at Commander's Conference (Semi-Annual) Training. Attendance by key personnel is mandatory unless waiver is granted by COMMERCE.
- 5) The Task Force will participate in an audit of its performance, at a minimum of once per biennium, and will participate in any follow-up of the Peer Review.



- 6) Ensure the Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions.



### **Attachment B: Budget**

The Budget for the award period of July 1, 2024 through June 30, 2025 is \$150,000.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below:

Item	OFSVP-CSU Funding SFY25
<b>PERSONNEL SERVICES</b>	
Salaries (Full- & Part-Time)	\$ 110,063.23
Personnel Benefits	\$ 39,936.77
<b>SUBTOTAL - PERSONNEL SERVICES</b>	<b>\$ 150,000.00</b>
<b>GOODS &amp; SERVICES</b>	
Office Supplies	\$ -
Consultant and Subcontracted Services <sup>4</sup>	\$ -
Operating Supplies <sup>2</sup>	\$ -
Equipment <sup>3</sup>	\$ -
Consultant and Subcontracted services	\$ -
Automobile Expense	\$ -
Printing & Duplicating	\$ -
<b>SUBTOTAL - GOODS &amp; SERVICES</b>	<b>\$ -</b>
Travel	\$ -
Other/Misc. Expenses <sup>5</sup>	\$ -
Training	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 150,000.00</b>





## **Attachment C: Reporting**

Complete quarterly performance measures and deliverable reports for COMMERCE. Quarters referenced shall be state fiscal quarters, specifically Q1: July – September, Q2: October – December, Q3: January – March, and Q4: April – June. Reports are due on the 20th of the month following the quarter. Reports should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment. The intent of the reports are to provide data to (1) conduct evaluations and performance measurement that will address the effectiveness and efficiency of Task Force operations and (2) use the reported information to improve program planning and implementation. Reports due to COMMERCE will be submitted at:

<https://app.smartsheet.com/b/form/a1244aa0a3bc48f39329d07819a67c84>.

NOTE: All report information provided should pertain to task force activity and not the activity of the entire jurisdiction or law enforcement agency housing the task force.

Complete a final report for COMMERCE, which will be a compilation of all quarterly reports and will include a comparison across quarters and year-to-date, overall accomplishments, and lessons learned. The Task Force will provide a non-technical brief for a general audience that summarizes findings and policy implications that will be disseminated. This is due no later than July 20, 2025. Submit at:

<https://app.smartsheet.com/b/form/f85e9422b5dd451a84f71ddc34c5fdae>.

### **Reporting Elements:**

#### **Narratives:**

- Major accomplishments during reporting period.
- Goals and objectives accomplished during the reporting period.
- Project activities that occurred during the reporting period.
- Problems/barriers encountered within the reporting period.
- Major activities planned for the next quarter.
- Task Force's mission through activities.

#### **Review and Trainings:**

- Date of peer review (Requirement 1 per biennium)
- Attendance/schedule of Commander's Conference Training

#### **Investigations/Cases:**

- Total number of new investigations/cases initiated during the quarter.
- Total number of Task Force cases active at the beginning of the quarter.
- Total number of cases remaining active at the end of the quarter.

#### **Arrest activity resulting from task force operations:**

- Number of adult and juvenile arrests resulting from task force activities
- Type of arrests
- Number of individuals arrested for one or more drug offenses
- Number of individuals arrested for one or more violent criminal offenses
- Number of individuals arrested for one or more firearm-related offenses
- Breakdown of arrests: individual demographics (age, race, gender)
- Total number of charges associated with arrests related to drug sales/manufacture; weapons; homicide; aggravated assault; and robbery.
- Number and percentage of arrests that were for multiple arrest cases (40% required)
- Drug and Property Seizures:



- Type, amount, and value of material (e.g., firearms, money, vehicles) seized and forfeited
- Type, amount, and value of drug/narcotics seized

Prosecution:

- Number of state or federal prosecutions for Task Force cases
- Number of Task Force cases with outcomes of "guilty", "pled", and/or "verdict"
- Number of sentence type for Task Force cases (e.g., fine, probation, jail, prison)

Death in Custody:

- Decedent's name, date of birth, gender, race, and ethnicity
- Date, time, location of death
- Law enforcement or correctional agency involved
- Manner of death
- Description of the circumstances leading to the death



## DocuSign Contract Review and Routing Form

### Office of Firearm Safety and Violence Prevention – Community Safety Unit

**Type of Action (Check One):**

Obligation       New Contract/Grant       Amendment       IAG




**Funding Type (Check One):**

Federal       State

**Program/Contractor/Grantee Name:** Whatcom County Sheriff's Office

**Contract/Grant Number:** S25-34466-014

**Term:** 7/1/2024      To      6/30/2025

Review by:	Name:	Initial/Date:
Contract Manager	Kaitlin Jones	 7/8/2024   10:08 AM PDT
Portfolio Manager	Lisa McAllister	 7/8/2024   11:49 AM PDT
Assistant Managing Director	Kathleen Harvey	 7/8/2024   12:00 PM PDT

**Certificate Of Completion**

Envelope Id: 282DCF0763084EB9BFA5B31E076AA6D8  
Subject: Please DocuSign: Commerce Contract#S25-34466-014 \_OFSVP  
Division:  
Community Services and Housing  
Program: OFSVP  
ContractNumber: S25-34466-014  
DocumentType: Contract  
Source Envelope:  
Document Pages: 17  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Heather Welbon  
1011 Plum Street SE  
MS 42525  
Olympia, WA 98504-2525  
heather.welbon@commerce.wa.gov  
IP Address: 198.238.29.32

**Record Tracking**

Status: Original  
7/8/2024 10:03:21 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Heather Welbon  
heather.welbon@commerce.wa.gov  
Pool: StateLocal  
Pool: Washington State Department of Commerce

Location: DocuSign  
Location: DocuSign

**Signer Events**

Kaitlin Jones  
kaitlin.jones@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None), Login with SSO

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 198.239.10.151

**Timestamp**

Sent: 7/8/2024 10:06:46 AM  
Viewed: 7/8/2024 10:07:52 AM  
Signed: 7/8/2024 10:08:05 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lisa McAllister  
lisa.mcallister@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 147.55.134.51

Sent: 7/8/2024 10:08:06 AM  
Viewed: 7/8/2024 11:49:34 AM  
Signed: 7/8/2024 11:49:43 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kathleen Harvey  
kathleen.harvey@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 147.55.134.81

Sent: 7/8/2024 11:49:44 AM  
Viewed: 7/8/2024 11:59:54 AM  
Signed: 7/8/2024 12:00:01 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signer Events**

Satpal Sidhu  
ssidhu@whatcomcounty.us  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Satpal Sidhu*  
78FEE083178746C...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.57.213.187

**Timestamp**

Sent: 7/9/2024 8:02:26 AM  
Viewed: 7/11/2024 11:39:43 AM  
Signed: 7/11/2024 11:39:55 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/11/2024 11:39:43 AM  
ID: 9fa9515a-116b-4175-9585-5ddc2e26b11c

Cindy Guertin-Anderson  
cindy.guertin-anderson@commerce.wa.gov  
Assistant Director, Commerce  
Washington State Department of Commerce  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Cindy Guertin-Anderson*  
6A85C9B618494EF...

Signature Adoption: Pre-selected Style  
Using IP Address: 198.238.6.148

Sent: 7/11/2024 11:39:57 AM  
Viewed: 7/11/2024 6:46:05 PM  
Signed: 7/11/2024 6:46:49 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

Keith Linderman  
klinderm@whatcomcounty.us  
Security Level: Email, Account Authentication (None)

**VIEWED**

Using IP Address: 216.57.213.187

Sent: 7/8/2024 12:00:03 PM  
Viewed: 7/9/2024 8:02:25 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/9/2024 8:02:25 AM  
ID: 738fc96d-7725-4c92-bc55-d5343deba634

**Carbon Copy Events**

Satpal Sidhu  
ssidhu@whatcomcounty.us  
Security Level: Email, Account Authentication (None)

**Status**

**COPIED**

**Timestamp**

Sent: 7/11/2024 6:46:51 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/11/2024 11:39:43 AM  
ID: 9fa9515a-116b-4175-9585-5ddc2e26b11c

Kaitlin Jones  
kaitlin.jones@commerce.wa.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/11/2024 6:46:52 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	7/8/2024 10:06:46 AM
Certified Delivered	Security Checked	7/11/2024 6:46:05 PM
Signing Complete	Security Checked	7/11/2024 6:46:49 PM
Completed	Security Checked	7/11/2024 6:46:52 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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