

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**202009024**

|  |  |
|--|--|
| Originating Department:  | Whatcom County Sheriff's Office  |
| Division/Program: <i>(i.e. Dept. Division and Program)</i>   | 35 Sheriff's Office/ 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 Drug Enforcement Administration   |
| 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"/><br>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: _____<br>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?<br>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____  |  |
| Is this contract grant funded?<br>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 _____<br>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____  |  |
| 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:<br><input type="checkbox"/> Professional services agreement for certified/licensed professional.<br><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).<br><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.<br><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):<br>\$ <u>38,360.50</u><br>This Amendment Amount:<br>\$ _____<br>Total Amended Amount:<br>\$ <u>38,360.50</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><br>1. Exercising an option contained in a contract previously approved by the council.<br>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.<br>3. Bid or award is for supplies.<br>4. Equipment is included in Exhibit "B" of the Budget Ordinance.<br>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:  |  |
| This agreement provides for reimbursement of overtime for Sheriff's Office Detectives assigned to Drug Enforcement Administration (DEA) Bellingham Resident Office Task Force Operations Fiscal Year 2021.   |  |
| Term of Contract: 10/1/2020  | Expiration Date: 9/30/2021   |

|                   |   |                         |
|-------------------|---|-------------------------|
| Contract Routing: | 1. Prepared by: <u>D. Duling <b>DD</b></u>              | Date: <u>8/25/20</u>    |
|                   | 2. Attorney signoff: <u>Approved by email BB/ DD</u>    | Date: <u>9/8/20</u>     |
|                   | 3. AS Finance reviewed: <u>Approved by email BB/ DD</u> | Date: <u>9/8/20</u>     |
|                   | 4. IT reviewed (if IT related): _____                   | Date: _____             |
|                   | 5. Contractor signed: _____                             | Date: _____             |
|                   | 6. Submitted to Exec.: _____                            | Date: <u>9-9-2020</u>   |
|                   | 7. Council approved (if necessary): <u>✓</u>            | Date: <u>9-29-2020</u>  |
|                   | 8. Executive signed: _____                              | Date: <u>10.1.2020</u>  |
|                   | 9. Original to Council: <u>✓</u>                        | Date: <u>10-30-2020</u> |

**PROGRAM - FUNDED STATE AND LOCAL TASK FORCE  
AGREEMENT**

This agreement is made this 1<sup>st</sup> day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Whatcom County Sheriff's Office, ORI# WA0370000 (hereinafter "WCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington, the parties hereto agree to the following:

1. The Bellingham Resident Office Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Counties of Whatcom, Skagit, and San Juan Islands areas of the State of Washington by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.
2. To accomplish the objectives of the Bellingham Resident Office Task Force, the WCSO Agrees to detail two (2) experienced officers to the Bellingham Resident Office Task Force for a period of not less than two years. During this period of assignment, the WCSO officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The WCSO officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The WCSO officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Bellingham Resident Office Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the

availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the WCSO officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Task Force, the WCSO will remain responsible for establishing the salary and-benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WCSO for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the WCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The WCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The WCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.
10. The WCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The WCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WCSO acknowledges that this agreement will not take effect and no Federal funds

will be awarded to the WCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the WCSO shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WCSO during the term of this agreement

For the Drug Enforcement Administration:



Date: 10-13-2020

Keith R. Weis  
Special Agent in Charge

For the Whatcom County Sheriff's Office:

SEE ATTACHMENT

Bill Elfo  
Sheriff

Date: \_\_\_\_\_

WHATCOM COUNTY:

Recommended for Approval:

[Signature]  
Bill Elfo, Sheriff

09-03-20  
Date

Approved as to form:

Approved via email BW/ROD  
Prosecuting Attorney

9/9/20  
Date

**Approved:**

Accepted for Whatcom County:

By: Satpal Sidhu  
Satpal Sidhu, Whatcom County Executive

10.1.2020  
Date

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF WHATCOM     )

On this 1st day of October, 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



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

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

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

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

1855 Barkley Blvd  
Bellingham, WA 9826

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Whatcom County Sheriff's Office  
311 Grand Avenue  
Bellingham, WA 98225

2. Application Number and/or Project Name

Bellingham Task Force - DEA

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Doug Chadwick, Undersheriff

5. Signature

6. Date

09-03-20

**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO**  
SHERIFF



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

**RECEIVED**

SEP 9 - 2020

**MEMORANDUM**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff   
**DATE:** August 25, 2020  
**SUBJECT:** Drug Enforcement Administration (DEA) Bellingham Resident Office State and Local Task Force Agreement for Fiscal Year 2021.

Enclosed for your review and signature are two (2) original agreements between Whatcom County Sheriff's Office and the U.S. Department of Justice Drug Enforcement Administration.

**Background and Purpose**

This agreement provides for reimbursement of overtime for two Sheriff's Office Detectives when assigned and working as a "Task Force Detective" at the DEA Bellingham Resident Office Task Force for Fiscal Year 2021.

**Funding Amount and Source**

\$38,360.50 from the U.S. Department of Justice, Drug Enforcement Administration.

**Difference from Previous Contract**

Increase of \$1,062.50 from previous contract.

Please contact Undersheriff Chadwick at x6618 if you have any questions or concerns regarding this request.

Thank you.