

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

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

Originating Department:	Whatcom County Sheriff's Office
Division/Program: (i.e. Dept, Division and Program)	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"/> 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 type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ 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: _____	
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"/> 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>38,744.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>38,744.00</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: _____	
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 2022.	
Term of Contract: 10/1/2021	Expiration Date: 9/30/2022

Contract Routing:	1. Prepared by: D. Duling	Date: 9/23/21
	2. Attorney signoff: <u>Approved via email BJD/D</u>	Date: <u>9/23/21</u>
	3. AS Finance reviewed: <u>Approved via email BJD/D</u>	Date: <u>9/23/21</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: _____

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

### **WHATCOM COUNTY SHERIFF'S OFFICE**

This agreement is made this 1<sup>st</sup> day of October, 2021, 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 Whatcom, Skagit and San Juan Islands 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 area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of 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 seven (7) 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 officer 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 30 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 litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
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 or 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, 2022. 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:

\_\_\_\_\_  
Frank A. Tarentino III

\_\_\_\_\_  
Special Agent in Charge

\_\_\_\_\_  
Title

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

For the Whatcom County Sheriff's Office:

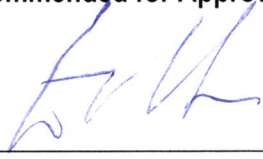
*See Attached*  
\_\_\_\_\_  
Bill Elfo

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Title

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

**WHATCOM COUNTY:  
Recommended for Approval:**

  
\_\_\_\_\_  
Bill Elfo, Sheriff

09/30/21  
\_\_\_\_\_  
Date

**Approved as to form:**

Approved via email Bw/DA 9/23/21  
\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

**Approved:**

Accepted for Whatcom County:

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

\_\_\_\_\_  
Date

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 \_\_\_\_\_.



**U. S. Department of Justice**  
 Drug Enforcement Administration  
 Bellingham Resident Office  
 1855 Barkely Blvd., Howe Pl. 1  
 Bellingham, WA 98228

[www.dea.gov](http://www.dea.gov)

September 22, 2021

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

SUBJECT: Bellingham Resident Office State and Local task Force Agreement Renewal for Fiscal Year 2022

Dear Sheriff Elfo:

Fiscal Year 2022 begins October 1, 2021, requiring the renewal of our State and Local Task Force Agreement. This year's agreement will be for the period October 1, 2021, through September 30, 2022. The maximum reimbursable annual overtime rate is \$19,372.00.

I have enclosed the following documents for your signature: Bellingham Resident office State and Local Task Force Agreement; OJP Form 4061/6; Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; and Drug Enforcement Administration Asset Forfeiture Sharing Memorandum of Understanding.

Please sign and date the agreement, OJP Form 4061/6, and memorandum of understanding where indicated and return the originals in the self-addressed, stamped envelope provided by September 30, 2021. **Copies** will be provided to your office after Special Agent in Charge Frank A. Tarentino III, signs the agreements.

I look forward to completing this process and working with your agency in the next fiscal year. Detective VandenBos and Detective Weatherby are great assets to the federal, state, and local law enforcement community.

Sincerely,

Jason Webber  
 Resident Agent in Charge  
 Bellingham Resident Office

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