

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

202205004

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	U.S. Department of Agriculture, Forest Service
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?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract 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"/> 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>21,900.00</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> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
This Amendment Amount: \$ _____	
Total Amended Amount: \$ <u>\$21,900.00</u>	
Summary of Scope:	
This agreement is for Whatcom County Sheriff's Office law enforcement overtime patrol services in the Baker Lake Recreation Area to ensure protection of Government property and general safety of the public on Forest Service lands during peak periods of public use. Patrols shall be performed when requested by the Forest Service.	
Term of Contract: <u>5/27/22</u>	Expiration Date: <u>12/31/26</u>

Contract Routing:	1. Prepared by: <u>D.Duling</u>	Date: <u>5/2/22</u>
	2. Attorney signoff: <u>Approved via email BW/DD</u>	Date: <u>5/2/22</u>
	3. AS Finance reviewed: <u>Approved via email BB/DD</u>	Date: <u>5/3/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>5-9-22</u>
	7. Council approved (if necessary): <u>AB2022-286</u>	Date: <u>5.24.22</u>
	8. Executive signed: _____	Date: <u>5.25.22</u>
	9. Original to Council: _____	Date: <u>6-10-22</u>

FS Agreement No. 22-LE-11060500-015Cooperator Agreement No. 202205004

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between**  
**WHATCOM COUNTY**  
**And The**  
**USDA, FOREST SERVICE**  
**MT. BAKER-SNOQUALMIE NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Whatcom County has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Baker Lake Recreation Area Patrols

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Whatcom County for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Whatcom County performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Whatcom County's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).



**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Whatcom County for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Whatcom County's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

**Send copy to:**

USDA, Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Avenue NE  
 Albuquerque, NM 87109  
 FAX: (877) 687-4894  
 E-Mail: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov)

Cindy Orlando  
 Program Assistant  
 USDA, Forest Service  
 PNW R6 LEI, NWWZ  
 E-Mail: [cindy.orlando@usda.gov](mailto:cindy.orlando@usda.gov)

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Bill Elfo, Sheriff 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6600 Email: <a href="mailto:belfo@co.whatcom.wa.us">belfo@co.whatcom.wa.us</a>	Doug Chadwick, Undersheriff 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6601 Email: <a href="mailto:dchadwick@co.whatcom.wa.us">dchadwick@co.whatcom.wa.us</a>





Dawn Pierce, Sr. Administrative Assistant  
Telephone: 360-778-6606  
Email: [dpierce@co.whatcom.wa.us](mailto:dpierce@co.whatcom.wa.us)  
Email: [SheriffAccounting@co.whatcom.wa.us](mailto:SheriffAccounting@co.whatcom.wa.us)

**Principal USDA Forest Service Contacts:**

<b>USDA Forest Service Program Manager Contact</b>	<b>USDA Forest Service Administrative Contact</b>
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 425-783-6090 Email: <a href="mailto:james.griffin@usda.gov">james.griffin@usda.gov</a>	Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ 1835 Black Lake Blvd SW Olympia, WA 98512 Telephone: 360-956-2286 Email: <a href="mailto:cindy.orlando@usda.gov">cindy.orlando@usda.gov</a>
<b>USDA Forest Service Grants and Agreements Contact</b>	
Cynthia Moscoso Grants and Agreements Specialist Region 6 Grants and Agreements 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9231 Email: <a href="mailto:cynthia.moscoso@usda.gov">cynthia.moscoso@usda.gov</a>	

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Whatcom County's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
  1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.



4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Whatcom County performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Whatcom County. Law enforcement provided by Whatcom County and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Whatcom County's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Whatcom County for only the additional activities requested and not for activities that are regularly performed by Whatcom County.
- K. Reimbursement may include the costs incurred by Whatcom County in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan,



an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Whatcom County is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Whatcom County shall ensure adequate safeguards and controls exist to protect loss or theft. Whatcom County shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Whatcom County is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Whatcom County for and/or transferred to Whatcom County under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Whatcom County using any Federal funding. Upon expiration of this agreement Whatcom County shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Whatcom County's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Whatcom County in excess of the amount to which Whatcom County is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to Whatcom County.



3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated



Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- S. This agreement in no way restricts the U.S. Forest Service or Whatcom County from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2026.
- W. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

*Bill Elfo*

*5.5.2022*

\_\_\_\_\_  
BILL ELFO, Sheriff  
Whatcom County

Date

*Approved via email BW/DD*

*5/2/22*

\_\_\_\_\_  
BRANDON WALDRON, Civil Deputy  
Prosecuting Attorney, Whatcom County

Date







**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



FS Agreement No. 22-LE-11060500-015  
Cooperator Agreement No. 202205004

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between**

**WHATCOM COUNTY**

**And the**

**USDA, FOREST SERVICE**

**MT. BAKER-SNOQUALMIE NATIONAL FOREST**

**2022 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #22-LE-11060500-015 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning May 27, 2022 and ending September 30, 2022.

**CY22 Total Annual Operating Plan: \$21,900.00**

This agreement is to ensure protection of Government property and the general safety of the public on Forest Service lands during peak periods of public use. This agreement is for Whatcom County Sheriff's Office law enforcement patrol services in the Baker Lake Recreation Area.

Objectives for Law Enforcement Patrols (LEP) in Baker Basin: Address issues that arise because of visitors attracted to the reservoir and its immediate environs because of the existence of the Baker Hydro Project.

Provide adequate law enforcement coverage during the prescribed period of time in an effort to increase the presence and visibility of law enforcement within the project area. By having a variety of law enforcement resources assigned to work the project area, the ability to actively patrol, educate, deter, and investigate violations of Federal and State laws and regulations will be increased, and thus the likelihood of gaining compliance from the visiting public. Additionally, with a collaborative approach to enforcement operations, coverage within the project area is sufficient to meet the needs of the LEP.

Law enforcement operations include but are not limited to handling a variety of criminal complaints, illegal drug and alcohol use, traffic violations, public health and safety issues, medical resource protection, public education and fire.



Furthermore, the collaborative efforts will address the increased visitation and attendant effects of sockeye season to include:

1. Traffic, parking
2. Boater/camper use and timing conflicts
3. Crowding and safety on and off the water
4. Emergencies, especially on the east side, and on the water, which may be time sensitive
5. Resource impacts – general use and misuse of developed and dispersed facilities
6. Boats anchoring in the lake in the dark w/o lights
7. Boaters travelling too fast
8. Boats not using the correct ramp for their size (i.e., only Kulshan and Swift Creek are appropriate for large boats and trailers)
9. Boats coming from a wide geographical area requiring invasive species inspections and education
10. Trash, human waste, bear and wildlife management
11. Violations of state boating and fishing regulations
12. Enforcement of delineated no-wake zones, swim areas, loon platforms

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Whatcom County Program Contact</b>	<b>Whatcom County Administrative Contact</b>
Bill Elfo, Sheriff Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6600 Email: <a href="mailto:belfo@co.whatcom.wa.us">belfo@co.whatcom.wa.us</a>	Doug Chadwick, Undersheriff Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4078 Telephone: 360-778-6601 Email: <a href="mailto:dchadwick@co.whatcom.wa.us">dchadwick@co.whatcom.wa.us</a>
Dawn Pierce, Sr. Administrative Assistant Telephone: 360-778-6606 Email: <a href="mailto:dpierce@co.whatcom.wa.us">dpierce@co.whatcom.wa.us</a> Email: <a href="mailto:SheriffAccounting@co.whatcom.wa.us">SheriffAccounting@co.whatcom.wa.us</a>	





**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Grants and Agreement Contact</b>
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 425-783-6090 Email: <a href="mailto:james.griffin@usda.gov">james.griffin@usda.gov</a>	Cynthia Moscoso Grants Management Specialist Region 6 Grants and Agreements 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9231 Email: <a href="mailto:cynthia.moscoso@usda.gov">cynthia.moscoso@usda.gov</a>
<b>U.S. Forest Service Administrative Contact</b>	
Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ 1835 Black Lake Blvd SW Olympia, WA 98512 Telephone: 360-956-2286 Email: <a href="mailto:cindy.orlando@usda.gov">cindy.orlando@usda.gov</a>	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage rate at **\$0.585/mile** patrolled

Wages and benefits will be billed at **actual overtime rates plus associated payroll costs. Rates will vary based on officer experience level.**

Approximate wages for a new deputy at the prevailing overtime rate of \$52.85/hour plus fringe benefits of \$8.68/hour for a total rate of **\$61.53/hour.**

Approximate wages for a senior deputy/sergeant at the prevailing overtime rate of \$83.75/hour plus fringe benefits of \$12.77/hour for a total rate of **\$96.52/hour.**

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Whatcom County and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- a. Baker Lake Road from the county line north to the end, this should include checks at roadside dispersed campsites



- b. Forest Road 1106 to Kulshan Campground and Boat Launch, continue across the dam for a couple miles
- c. Spur Road of Forest Road 1106 to Depression Lake
- d. Forest Road 1122 to area of Lower Sandy recreation area
- e. Forest Road 1130 to Hot Springs
- f. Forest Road 1152 across from Shannon Creek Campground for approximately 1 mile

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- a. Horseshoe Cove Campground
- b. Bayview Campground
- c. Boulder Creek Campground
- d. Panorama Point Campground and Boat Launch
- e. Park Creek Campground
- f. Swift Creek Campground and Boat Launch
- g. Shannon Creek Campground
- h. Dispersed recreation sites adjacent to Baker Lake.

Total reimbursement for this category shall not exceed the amount of: \$21,900.00.

- B. Patrol services shall be provided from May 27, 2022 through September 30, 2022. Officers should use discretion when the weather is bad, or the activity level is otherwise low to adjust or even shorten their shift accordingly.
- C. Reports relating to incidents or crimes that have occurred on National Forest Systems (NFS) lands should be collectively submitted to the U.S. Forest Service Law Enforcement on a quarterly basis. Reports relating to severe or major crimes should also be submitted individually, as soon as possible.

### III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Whatcom County whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special



Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

**IV. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

A. Whatcom county will submit invoices on a quarterly basis for reimbursement of services provided under Section II of this Operating Plan, and as outlined in *Cooperative Law Enforcement Agreement Provisions II-H and III-B*.

Submit invoices by Email: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov)  
Copy to U.S. Forest Service Contacts (See Section I.A.).

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$21,900.00	\$21,900.00
Training		
Equipment		
Special Enforcement Situations		
<b>Total</b>	<b>\$21,900.00</b>	<b>\$21,900.00</b>



- C. Any remaining federally appropriated funding (this does not apply to funding from FERC license which is limited to one-year availability) in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Bill Elfo 5.5 2022  
 \_\_\_\_\_  
 BILL ELFO, Sheriff Date  
 Whatcom County

Approved via email Bwl/DSD 5/2/22  
 \_\_\_\_\_  
 BRANDON WALDRON, Civil Deputy Date  
 Prosecuting Attorney, Whatcom County

Satpal Sidhu 5/26/22  
 \_\_\_\_\_  
 SATPAL SIDHU, Executive Date  
 Whatcom County

STATE OF WASHINGTON )  
 ) ss  
 )

On this 26<sup>th</sup> day of May, 2022, 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.

Suzanne M. Mildner  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of Washington  
 Residing at Bellingham  
 My commission expires 12-31-22









**JODY WEIL** Digitally signed by JODY WEIL  
Date: 2022.05.27 10:57:00 -07'00'

JODY L. WEIL, Forest Supervisor Date  
USDA Forest Service, Mt. Baker-Snoqualmie NF

**C. Andrew Coriell** Digitally signed by C. Andrew  
Coriell  
Date: 2022.03.10 11:48:16 -08'00'

ALEX LOMVARDIAS, Acting Special Agent in Charge Date  
USDA Forest Service, Pacific Northwest Region 6

The authority and format of this agreement (22-LE-11060500-015) have been reviewed and approved for signature.

**KELLY UNDERWOOD** Digitally signed by KELLY  
UNDERWOOD  
Date: 2022.03.07 14:34:21 -08'00'

KELLY M. UNDERWOOD, Date  
USDA Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO**  
SHERIFF



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

**RECEIVED**

**MAY 9 - 2022**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

**MEMORANDUM**

**TO:** Satpal S. Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff *Bill Elfo*  
**DATE:** May 3, 2022  
**SUBJECT:** USDA Forest Service Agreement 22-LE-11060500-015  
Baker Lake Recreation Area Patrols 2022-2026

Enclosed for your review and signature is one original of Cooperative Law Enforcement Agreement and Exhibit A 2022 Baker Lake Recreation Area Annual Operating and Financial Plan for the subject agreement between Whatcom County Sheriff's Office and USDA Forest Service, Mt. Baker-Snoqualmie National Forest.

**Background and Purpose**

This agreement is for Whatcom County Sheriff's Office law enforcement overtime patrol services in the Baker Lake Recreation Area to ensure protection of Government property and general safety of the public on Forest Service lands during peak periods of public use. The agreement is for a five-year period. Peak periods are between Memorial Day and Labor Day each year.

**Funding Amount and Source**

2022 funding of \$21,900.00 from USDA Forest Service.

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

Enclosures

