

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

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"/> 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>0.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>0.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
The Cooperative State and Local Agreement is required by the Drug Enforcement Administration to participate in the Bellingham Resident Office State and Local Task Force.	
Term of Contract: 10/1/2022	Expiration Date: 9/30/2023

Contract Routing:	1. Prepared by: <u>D.Duling</u>	Date: <u>10/26/22</u>
	2. Attorney signoff: <u>Approved via email BW/BD</u>	Date: <u>10/27/22</u>
	3. AS Finance reviewed: <u>Approved via email BB/BD</u>	Date: <u>11/16/22</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: _____

COOPERATIVE STATE AND LOCAL AGREEMENT

WHATCOM COUNTY SHERIFF'S OFFICE

This agreement is made this 1st day of October, 2022 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.

To accomplish the objectives of the Bellingham Resident Office Task Force, the WCSO agrees to detail one (1) experienced officer to the Bellingham Resident Office Task Force for a period of not less than two years. During this period of assignment, the officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

2. The officer 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.
3. The WCSO officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
4. To accomplish the objectives of the Bellingham Resident Office Task Force, DEA will assign five (5) 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 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.
5. 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.

6. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2023. 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:

Jacob D. Galvan

Date: _____

Acting Special Agent in Charge

Title

For the Whatcom County Sheriff's Office:

See Attached

Date: _____

Bill Elfo

Sheriff

Title

**WHATCOM COUNTY:
Recommended for Approval:**



Bill Elfo, Sheriff

11/17/22

Date

Approved as to form:

Approved via email 6/2/180

Prosecuting Attorney

10/27/22

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 _____.