

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202005003

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/Alternative Programs
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	US Forest Service

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): 20-PA-11060500-009 CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____

Is this agreement excluded from E-Verify? No Yes 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 for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>191,548.00 (Revenue)</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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 : <ol style="list-style-type: none"> 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: _____	

Whatcom County provides Jail Work Crews to the US Forestry Service for the purpose of improving the National Forest System lands and providing job training for inmates.

Term of Contract: 5 years	Expiration Date: 04/01/25
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Contract Routing:	1. Prepared by: LR	Date: 03/27/2020
	2. Attorney signoff: <u>via email</u>	Date: <u>3-30-20</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>5/1/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>5-5-2020</u>
	7. Council approved (if necessary): <u>✓</u>	Date: <u>5-19-2020</u>
	8. Executive signed: _____	Date: <u>5-20-2020</u>
	9. Original to Council: <u>✓</u>	Date: <u>7-2-2020</u>



FS Agreement No. 20-PA-11060500-009

Cooperator Agreement No. 202005003

**PARTICIPATING AGREEMENT
Between
WHATCOM COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between Whatcom County, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Secure Rural Schools and Community Self-Determination Act of 2000. Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Background: The U.S. Forest Service first entered into an agreement with Whatcom County to support the County’s job training program in 2003. Since that time, the Whatcom County Offender Forestry Work Crew program, while working in partnership with the U. S. Forest Service, has provided pre-screened minimum-security offenders an opportunity to develop skills while working in lieu of full incarceration. Led by experienced crew leaders, crewmembers have contributed to the improvement of ecosystems, the maintenance of existing forest infrastructure, and restoration of National Forest System (NFS) lands and watersheds in Whatcom and Skagit Counties.

Title: **Whatcom County Offender Forestry Work Crew**

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to accomplish projects benefiting U.S. Forest Service programs, and thereby the public, and to provide a work environment; that is, to host the County's existing development and job training programs for offenders. The County desires to place selected eligible offenders in appropriate work situations to perform work for public benefit while providing opportunities for participating offenders to learn work skills and develop appropriate work habits. These training activities will aid the offenders in successfully re-entering society with practical skills and a viable work ethic. This will be accomplished in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Attachment A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is responsible for the protection, development, and improvement of National Forest System lands and has wide ranging resource management responsibilities in furtherance of their mission in "caring for the land and serving the people".

The County believes that participating with the U.S. Forest Service in this mission is a means of providing healthful, wholesome, and educational outdoor activity, and valuable vocational training for offenders classified by the County as minimum to medium security.

It is because of this mutual interest that the U.S. Forest Service and County desire to cooperate in implementing a program that provides job training for offenders while improving resources on public lands in Washington State.

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

III. THE COUNTY SHALL:

- A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Assume responsibility for the selection of offenders in accordance with County rules and regulations and within the limits and responsibilities established by this Agreement to accomplish projects offered by the U.S. Forest Service.
- C. Assume responsibility for the custody and security of work crew participants.
- D. Provide one (1) fulltime County Work Crew Supervisor for offenders assigned to projects to fully supervise and control the daily activities of offenders. The designated work crew supervisor shall provide offenders with all work instructions including safety instructions, necessary safety equipment, rain gear and any other support needed to perform the assigned work safely and efficiently.

The designated work crew supervisor shall also:

- (a) Coordinate all equipment scheduling, use and maintenance and
 - (b) Maintain a monthly crew log that documents daily: what project(s) were worked on, project location(s), how many workers were involved, total number of hours worked that day and a brief evaluation of job performance.
- E. Submit a completed monthly crew log with each monthly invoice, including a grand total of the number of hours worked during that billing period.



- F. Provide the basic needs of offenders during project performance, including, but not limited to:
- (1) Standard safety equipment, such as hard hats, boots, goggles, field clothing, and gloves appropriate to the season and to the job to be performed.
 - (2) Meals at the work site(s).
 - (3) Transportation for the offenders to and from the work site(s).
- G. Communicate with the U.S. Forest Service Technical Supervisor as necessary with respect to security, supervision of offenders, prohibited conduct, and other subjects determined necessary by mutual agreement between the U.S. Forest Service and County.
- H. Provide customary hand tools necessary for work projects. Specialized tools provided by the U.S. Forest Service will be returned at the end of the project in like condition, allowing for normal wear and tear.
- I. In the event of the illness or injury of a work crew participant, the participant shall receive appropriate first aid or medical treatment. As soon as is possible, County shall notify the U.S. Forest Service by phone of all major illness or injury of County participants.
- J. Provide Worker's Compensation coverage for offenders working on supervised crews.
- K. Provide an offender work crew consisting of low risk, minimum-security offenders the opportunity to work within National Forest System (NFS) lands and/or on projects off NFS lands that benefit the National Forest. This work includes, but is not limited to:
1. Road, trail and infrastructure maintenance or obliteration
 2. Soil productivity improvements
 3. Watershed restoration and maintenance
 4. Restoration, maintenance and improvement of wildlife and fish habitats
 5. Control of noxious plant species
 6. Litter and bulk material disposal

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$191,548.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's **monthly** invoice. Each invoice from the County shall display the total



project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The County share with in-kind contributions displayed as a separate line item
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan
7. Cumulative amount of U.S. Forest Service payments to date
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Nikolai Ferrell
Email: nikolai.ferrell@usda.gov

- B. Provide the necessary technical assistance to ensure projects are completed according to U.S. Forest Service requirements. Therefore, the U.S. Forest Service agrees to provide the necessary technical training and instruction to the work crew officer for work performance.
- C. Assure that a properly trained and qualified Technical Supervisor is available at the work site(s) at mutually agreed to times to provide technical guidance and training concerning the specific work items.



- D. Provide County with specialized tools and equipment necessary to accomplish projects, and required materials adequate for project completion. Adequate training will be provided to ensure the safe operation of all tools and equipment. All tools, equipment, and unused materials provided remain the property of the U.S. Forest Service.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Lieutenant Caleb Erickson Whatcom County Sheriff's Office 2030 Division St. Bellingham, WA 98226 Telephone: 360-778-6455 FAX: 360-778-6451 Email: cerickson@co.whatcom.wa.us	Laurie Reid Whatcom County Sheriff's Office 311 Grand Ave Bellingham, WA 98225 Telephone: 360-778-6506 FAX: 360-778-6502 Email: lreid@co.whatcom.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Nikolai Ferrell Natural Resource Specialist - Recreation Mt. Baker Ranger District 810 State Route 20 Sedro-Woolley, WA 98284 Telephone: 360-854-2610 Email: nikolai.ferrell@usda.gov	Amy Verellen Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9231 Email: amy.verellen@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County hereby willingly agree(s) to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. 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. USDA is an equal opportunity provider, employer, and lender.

- I. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

- II. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County shall 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.

- III. STANDARDS FOR FINANCIAL MANAGEMENT.
 - 1. Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

 - 2. Accounting Records**

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the



agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **\$191,548.00** are currently available for performance of this agreement through **April 1, 2025**. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until the County receives notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the County shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from the County's cognizant audit agency no later than 3 months after the effective date of the agreement. The County will



be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination The County shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit semi-annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).



S. TEXT MESSAGING WHILE DRIVING. 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 Cooperatives, 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.

T. PURCHASE AND MANAGEMENT OF EQUIPMENT. U.S. Forest Service funds may be used by the County to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the County on completion of the project, if appropriate. Equipment is defined as having a fair market value of \$5,000.00 or more per unit and a useful life of over one year.

The County may seek reimbursement for allowable project costs such as operational and maintenance costs of equipment. The County may not charge for any replacement costs or management fees paid to a revolving fund for the replacement of asset(s)/capital equipment purchased with Forest Service funds. Purchased equipment assets are excluded from the U.S. Forest Service's WCF capitalization (a fleet/equipment replacement program). Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by the U.S. Forest Service in writing.

The County shall be responsible for any loss or damage to assets which results from the negligence of the County or which results from the failure on the part of the County to maintain and administer that asset in accordance with sound management practices.

Assets purchased by the County with U.S. Forest Service funds shall remain in the possession of the County for the duration of the project. When the County discontinues use of the asset(s) for the purpose for which it was funded, the County will return the asset(s) to the U.S. Forest Service.

U. PROPERTY IMPROVEMENTS. Improvements placed by The County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.



- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. GOVERNMENT-FURNISHED PROPERTY. The County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The County shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, the County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or the County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the County's managerial personnel. The County's managerial personnel, in this provision, means the County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the County's business; all or substantially all of the County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, the County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.



- X. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.
- Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

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 voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642.
USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the County's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These



procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

EE. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

FF. 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.



GG. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

HH. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **April 1, 2025** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

II. AUTHORIZED REPRESENTATIVES. 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.

wp Bill Elfo 3.30.2020
BILL ELFO, Sheriff Date
Whatcom County Sheriff's Office

Satpal Sidhu 5.19.2020
SATPAL SINGH SIDHU, Whatcom County Executive Date
Whatcom County Sheriff's Office

Brandon Waldron
Approved by email BW/CR 3.30.2020
Prosecuting Attorney Date
Whatcom County Sheriff's Office

Jamie Kingsbury 6/18/2020
JAMIE KINGSBURY, Forest Supervisor Date
U.S. Forest Service, Mt. Baker-Snoqualmie National Forest
JODY L WEIL

The authority and format of this agreement (20-PA-11060500-009) have been reviewed and approved for signature.

AMY VERELLEN Digitally signed by AMY VERELLEN
Date: 2020.03.16 14:39:42 -07'00'

AMY D. VERELLEN Date
U.S. Forest Service Grants Management Specialist

Attachment: A – Financial Plan



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 4 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.

U.S. Forest Service

Attachment: **A**

USFS Agreement No.:
Cooperator Agreement No.:

20-PA-11060500-009

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$11,487.60	\$111,850.80	\$23,398.90	\$316,603.50		\$463,340.80
Travel	\$1,350.00	\$31,125.00	\$0.00	\$0.00		\$32,475.00
Equipment	\$0.00	\$20,000.00	\$0.00	\$0.00		\$20,000.00
Supplies/Materials	\$0.00	\$6,225.00	\$0.00	\$0.00		\$6,225.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$0.00	\$22,347.20	\$5,000.00	\$0.00		\$27,347.20
Other						\$0.00
Subtotal	\$12,837.60	\$191,548.00	\$28,398.90	\$316,603.50		\$549,388.00
Coop Indirect Costs	\$1,540.51	\$0.00	\$0.00			\$0.00
FS Overhead Costs	\$14,378.11	\$191,548.00	\$28,398.90	\$316,603.50		\$1,540.51
Total		Total Project Value:				\$550,928.51

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 37.38%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 62.62%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
FS Liason between FS coworkers and Whatcom County Crew Supervisor	\$382.92	30.00	\$11,487.60

Total Salaries/Labor	\$11,487.60
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Day	# of Days	Total
Standard Truck (Vehicle #5136)		\$45.00	30.00	\$1,350.00

Total Travel	\$1,350.00
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Subtotal Direct Costs

\$12,837.60

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
12.00%	\$12,837.60	\$1,540.51
Total FS Overhead Costs		\$1,540.51

TOTAL COST

\$14,378.11

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation				
Job Description	# of Days	Cost/day		Total
Work Crew Supervisor (10 hours/day@\$33.40/hr)	249.00	\$334.00		\$83,166.00
Fringe Benefits (30%)	249.00	\$100.20		\$24,949.80
Crew L&I (5 member crew @\$3/day)	249.00	\$15.00		\$3,735.00
Total Salaries/Labor				\$111,850.80

Travel

Standard Calculation				
Travel Expense	Employees	# of days	Cost/day	Total
Crew transport truck & trailer:				
Truck rental per day		249.00	\$60.00	\$14,940.00
Fuel and maintenance		249.00	\$65.00	\$16,185.00
Total Travel				\$31,125.00

Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/month	# of months	Total
Equipment purchase - Bobcat MT85 Mini Track Loader				\$20,000.00
Total Equipment				\$20,000.00

Supplies/Materials

Standard Calculation				
Supplies/Materials	# of days	Cost/day		Total
Equipment fuel	249.00	\$20.00		\$4,980.00
Replacement tools and supplies (such as hand tools, mower and trimmer blades, trimmer line, gloves, safety gear, etc.)	249.00	\$5.00		\$1,245.00
Total Supplies/Materials				\$6,225.00

Other Expenses

Standard Calculation				
Item	# of days	Cost/day		Total
Equipment rental - Mini excavator, backhoe, brusher, excavator, boom lift, etc.	100.00	\$150.00		\$15,000.00
Repair of tools and equipment	249.00	\$22.70		\$5,652.30
Cell Phone	249.00	\$5.00		\$1,245.00
Miscellaneous expenses (portable outhouse waste disposal, hand sanitizer, etc.)				\$449.90
Total Other				\$22,347.20

Subtotal Direct Costs

\$191,548.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$191,548.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$191,548.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Admin Lieutenant (8 hours/day@\$51.63/hr)	\$413.04	10.00		\$4,130.40
Fringe Benefits (30%)	\$123.91	10.00		\$1,239.10
Program Sgt. (8 hours/day@\$44.93/hr)	\$359.44	20.00		\$7,188.80
Fringe Benefits (30%)	\$107.83	20.00		\$2,156.60
Work Crew Supervisor Training and administrative days (10 hours/day@\$33.40/hr)	\$334.00	20.00		\$6,680.00
Fringe Benefits (30%)	\$100.20	20.00		\$2,004.00
Total Salaries/Labor				\$23,398.90

Other Expenses

Standard Calculation				
Item	# of Units	Cost/Unit		Total
Trailer/Truck maintenance and repairs	1.00	\$5,000.00		\$5,000.00
Total Other				\$5,000.00

Subtotal Direct Costs

\$28,398.90

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$28,398.90		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$28,398.90

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
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Work Crew Value (5 crewmembers @
\$25.43/hr/crewmember X 10 hour work day =
\$1,271.50/day) \$1,271.50 249 \$316,603.50

Crewmembers receive no compensation
from the County; \$25.43/hour = current
Independent Sector hourly rate for the value
of a volunteer hour

Total Salaries/Labor	\$316,603.50
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Subtotal Direct Costs

\$316,603.50

TOTAL COST

\$316,603.50

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

RECEIVED

MAY 5 - 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff *BE*

RE: Forestry Work Crew Agreement

DATE: March 27, 2020

Enclosed are two originals of an Agreement between the U.S. Forest Service and Whatcom County for your review and signature.

- **Background and Purpose**

Whatcom County has provided Jail Work Crews to the U.S. Forestry Service since 2003 to accomplish projects benefiting Forestry Service Programs, which in turn benefits Whatcom County offenders by providing opportunities to learn appropriate work skills. This is a new Agreement that will replace the previous Agreement once its Title II Grant funds have been used up.

- **Funding Amount and Source**

This is revenue generating for the County and comes from Title II Grant funds from the North Mt. Baker – Snoqualmie Resource Advisory Committee. The amount received by the County will not exceed \$191,548.00. These funds will be used for things such as: to purchase a Bobcat, to rent excavators, boom lifts and back hoes, to cover the Work Crew Leader's hourly wage plus 30% fringe benefits, to purchase fuel for machinery, a monthly truck rental from Public Works, to purchase necessary tools and equipment, to repair tools and equipment, to pay Crew Leader's monthly cell phone bill and to pay L&I for the Work Crew offenders. It should be noted that the Work Crew Offenders will not be operating the heavy duty equipment, that job will be done by the Work Crew Leader.

- **Differences from Previous Contract**

This is a new Agreement that will last through April 1, 2025.

Please contact Laurie Reid at extension 6506, if you have any questions or concerns regarding the terms of this agreement.