

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

202209013

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	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 <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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>22-PA-11060500-031</u> CFDA#: _____	
Is this contract grant funded?    Yes <input checked="" type="radio"/> No <input 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"/> 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>57,442.00</u> (Revenue)	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> :
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	
Summary of Scope:	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.
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. This Agreement is for the maintenance of the trails at the Heather Meadows site.	
Term of Contract: <u>2 years</u>	Expiration Date: <u>10/31/24</u>

Contract Routing:	1. Prepared by: <u>Laurie Reid</u>	Date: <u>08/10/22</u>
	2. Attorney signoff: <u>Brandon Waldron</u>	Date: <u>08/12/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>8/11/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>9-12-22</u>
	7. Council approved (if necessary): <u>(AB2022-464)</u>	Date: <u>9.13.22</u>
	8. Executive signed: _____	Date: <u>9.14.22</u>
	9. Original to Council: _____	Date: <u>9-30-22</u>





FS Agreement No. 22-PA-11060500-031

Cooperator Agreement No. 202209013

**PARTICIPATING AGREEMENT  
Between  
WHATCOM COUNTY  
And The  
USDA, 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: Cooperative Funds and Deposits Act of Dec. 12, 1975 (P.L. 94-148, 16 U.S.C. 565a1 – a3).

Background: The U.S. Forest Service has supported Whatcom County’s job training program through partnership agreements since 2003. Since then, the Whatcom County Offender Forestry Work Crew program has provided pre-screened, minimum-security offenders an opportunity to develop skills while working on National Forest System lands in lieu of full incarceration. Led by experience crew leaders, crewmembers have performed trail work, maintained existing forest infrastructure, and contributed to restoration of National Forest System (NFS) lands and watersheds in Whatcom and Skagit Counties. The Crew will help the Mt. Baker Ranger District leverage Great American Outdoors Act (GAOA) funding by performing deferred maintenance work on the Fire and Ice and Artist’s Ridge Trails of the Heather Meadows Trail Recreation Site Deferred Maintenance and Dam Rehabilitation project.

Title: Great American Outdoor Act Heather Meadows Trails and Recreation Site Deferred Maintenance and Dam Rehabilitation

SubTitle: Fire and Ice and Artist’s Ridge Trails at Heather Meadows

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to provide educational, conservation and natural resource management work opportunities through trail maintenance, reconstruction work, and related deferred maintenance through heavy trail maintenance, reconstruction work, and related project work on the Fire and Ice and Artist’s Ridge Trails in support of the GAOA-funded priority project on the Mt. Baker Ranger District. The County will place selected eligible inmates on the work crew to complete trails work for the public benefit while developing valuable work skills. This work will be accomplished in accordance with the following provisions and the hereby incorporated Financial Plan, Attachment A.



## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is responsible for the protection, development, and improvement of NFS lands and has wide ranging resource management responsibilities to further its mission of "caring for the land and serving the people". The Strategic Plan further identifies specific focus areas, including creating opportunities for engaging the public in conservation education, ecosystem management and public land management growing stewards for this and future generations.

The County believes that participating in the U.S. Forest Service mission through this partnership is a means of providing healthful, wholesome, and educational outdoor activity, as well as valuable vocational training for inmates classified by the County as minimum to medium security. These training activities aid inmates in their efforts to successfully re-enter society with practical skills and job experience.

This work will benefit the U.S. Forest Service recreation and trails programs, improve recreation access and quality of experience for visitors, and provide a positive work environment and opportunity for the County's existing development and job training programs for jail inmates. 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 inmates while improving resources on public lands within Whatcom County of 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. Provide a work crew and assume responsibility for the selection of inmates 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 a fulltime County Work Crew Supervisor for offenders signed 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 documenting 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 **quarterly** invoice, including a grand total of the number of hours worked during that billing period.
- F. Provide for the basic needs of inmates 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 inmates 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 inmates, 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. Any 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.

#### 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 **\$57,442.00**, 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 **quarterly** 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 120 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](mailto: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:

Katherine White  
Email: [Katerine.White@usda.gov](mailto:Katerine.White@usda.gov)

Amy Linn  
Email: [Amy.linn@usda.gov](mailto:Amy.linn@usda.gov)

- B. Provide the necessary technical assistance and instruction to ensure projects are completed according to U.S. Forest Service standards and requirements.
- C. Conduct compliance analysis and decision making as may be required by Federal law or regulations, such as National Environmental Protection Act (NEPA), Endangered Species Act, etc. Coordinate implementation of decisions, mitigations, etc. with the County and assist them in accomplishing compliance as applicable.



- D. 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.
- E. Provide County with any specialized tools and equipment necessary, as well as and materials necessary 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.
- F. Provide lumber, aggregate surfacing, rocks, and other materials and supplies identified in the Financial Plan and ensure delivery to work site.
- G. Provide any necessary traffic control, notification, and signage that may be needed in and around the project area for public safety.

**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:**

<b>Cooperator Project Contact</b>	<b>Cooperator Financial Contact</b>
Lieutenant Barry Lovell Whatcom County Sheriff's Office 2030 Division St. Bellingham, WA 98226 Telephone: 360-778-6526 FAX: 360-778-6451 Email: <a href="mailto:BLovell@co.whatcom.wa.us">BLovell@co.whatcom.wa.us</a>	Laurie Reid Whatcom County Sheriff's Office 311 Grand Ave Bellingham, WA 98225 Telephone: 360-778-6506 FAX: 360-778-6502 Email: <a href="mailto:lreid@co.whatcom.wa.us">lreid@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 Administrative Contact</b>
Amy Linn Recreation Program Manager Mt. Baker – Snoqualmie National Forest 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 503-307-7002 Email: <a href="mailto:amy.linn@usda.gov">amy.linn@usda.gov</a>	Cynthia Moscoso Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9386 Email: <a href="mailto:cynthia.moscoso@usda.gov">cynthia.moscoso@usda.gov</a>



- 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 PARTICIPANTS. 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 has hereby willingly agreed 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**. 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 a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- 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.
- J. **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](http://www.sam.gov).
- K. **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. 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. 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.
- M. 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.

- N. AGREEMENT CLOSE-OUT. Within 120 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 120 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.

- O. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.
- 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 quarterly 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 120 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 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.

- A. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- T. 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.
- U. 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.

- V. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. 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 U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. 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 U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- W. 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.
- X. 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."*

Y. 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.

Z. 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.



- AA. 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.
- BB. 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.
- CC. 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.

DD. 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 60 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.

EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **October 31, 2024** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. 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.

usa  Fsa 08/11/22  
Date

BILL ELFO, Sheriff  
Whatcom County Sheriff's Office

Satpal Sidhu 9/14/22  
Date

SATPAL SINGH SIDHU, Whatcom County Executive  
Whatcom County Sheriff's Office

Approved via email 8.12.22 (WR)  
Date

BRANDON WALDRON, Prosecuting Attorney  
Whatcom County Sheriff's Office

**JODY WEIL** Digitally signed by JODY WEIL  
Date: 2022.09.20 08:43:39 -07'00'

JODY L. WEIL, Forest Supervisor  
U.S. Forest Service, Mt. Baker-Snoqualmie National  
Forest

The authority and format of this agreement (22-PA-11060500-031) have been reviewed and approved for signature.

**CYNTHIA MOSCOSO** Digitally signed by CYNTHIA  
MOSCOSO  
Date: 2022.07.25 14:06:11 -07'00'

CYNTHIA L. MOSCOSO, Grants Management Specialist  
U.S. Forest Service, Region 6 Grants



## 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.

**WORKSHEET FOR**

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

<b>Salaries/Labor</b>					
<b>Standard Calculation</b>					
Job Description		Cost/Day	# of Days	%	Total
Work Crew Supervisor (10 hours/day @\$35.45/hr)	40 Days/FY	354.5	80		\$28,360.00
Fringe Benefits (30% of salary)	40 Days/FY	106.35	80		\$8,508.00
Crew (insurance) L&I (5 member crew @ 30%) (10 hour day)	40 Days/FY	\$150.00	80	30%	\$1,200.00
<b>Total Salaries/Labor</b>					<b>\$38,068.00</b>

<b>Travel</b>				
<b>Standard Calculation</b>				
Travel Expense	Employees	# of Trips	Cost/Trip	Total
Crew transport truck & trailer:				
Truck rental per day	Per Day	80	\$60.00	\$4,800.00
Fuel and maintenance	Per Day	80	\$85.00	\$6,800.00
<b>Total Travel</b>				<b>\$11,600.00</b>

<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials		# of Items	Cost/Item	Total
Equipment fuel	Per Day	80.00	\$25.00	\$2,000.00
Replacement tools and supplies (such as hand tools, mower and trimmer blades, trimmer line, gloves, safety gear, etc.)				\$1,000.00
<b>Total Supplies/Materials</b>				<b>\$3,000.00</b>

<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item		# of Units	Cost/Unit	Total
Equipment rental - Mini excavator, backhoe, brusher, excavator, boom lift, etc.	Per Day	10.00	\$250.00	\$2,500.00
Repair of tools and equipment: hydro-hoses, tracks, tuneups, bearings, rollers, pulleys, blades, welding, spark plugs, etc.	Each	8.00	\$150.00	\$1,200.00
Cell Phone	Per Day	80.00	\$5.00	\$400.00
Miscellaneous expenses (hand sanitizer, portable outhouse waste disposal, etc.)	1 per season	2.00	337.00	\$674.00
<b>Total Other</b>				<b>\$4,774.00</b>

<b>Subtotal Direct Costs</b>	<b>\$57,442.00</b>
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<b>Cooperator Indirect Costs</b>			
Current Overhead Rate	Subtotal Direct Costs		Total
0.00%	\$57,442.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$57,442.00</b>
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## 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	6.0		\$2,478.24
Fringe benefits (30% of salary)	\$123.91	6.0		\$743.46
 Program Sgt. (8 hours/day@\$44.93/hr)	 \$359.44	 8.0		 \$2,875.52
Fringe Benefits (30%)	\$107.83	8.0		\$862.66
 Work Crew Supervisor Training and administrative days (10 hours/day@\$33.40/hr)	 \$334.00	 8.0		 \$2,672.00
Fringe Benefits (30%)	\$100.20	8.0		\$801.60
<b>Total Salaries/Labor</b>				<b>\$10,433.48</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Trailer/Truck repairs: tires, brakes, radiator, belts, lights, leaf springs, hitches, doors, etc.		\$150.00	20	\$3,000.00
<b>Total Travel</b>				<b>\$3,000.00</b>

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$13,433.48</b>
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	\$13,433.48			\$0.00
<b>Total Coop. Indirect Costs</b>				<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$13,433.48</b>
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## WORKSHEET FOR

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

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Work Crew Value (5 crewmembers @ \$29.95/hr/crewmember X 10 hour work day = \$1,497.50/day)	\$1,497.50	80.00	\$119,800.00

Crewmembers receive no compensation from the County; \$29.95/hour = 2022 Independent Sector hourly rate for the value of a volunteer hour

Total Salaries/Labor	\$119,800.00
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#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total

Total Travel	\$0.00
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#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total

Total Supplies/Materials	\$0.00
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#### Other Expenses

##### Standard Calculation

Item	# of Units	Cost/Unit	Total

Total Other	\$0.00
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<b>Subtotal Direct Costs</b>	<b>\$119,800.00</b>
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<b>TOTAL COST</b>	<b>\$119,800.00</b>
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Attachment: **A**

USFS Agreement No.: 22-PA-11060500-031  
Cooperator Agreement No.:

Mod. No.:

**Agreements Financial Plan (Short Form)**  
Financial Plan Matrix: *Note: All columns may not be used. Use depends on source and type of contribution(s).*

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		Total (e)
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$15,000.00	\$38,068.00	\$10,433.48	\$119,800.00	\$183,301.48
Travel	\$1,350.00	\$11,600.00	\$3,000.00	\$0.00	\$15,950.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$52,000.00	\$3,000.00	\$0.00	\$0.00	\$55,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$4,774.00	\$0.00	\$0.00	\$4,774.00
Subtotal	\$68,350.00	\$57,442.00	\$13,433.48	\$119,800.00	\$259,025.48
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$8,885.50				\$8,885.50
<b>Total</b>	<b>\$77,235.50</b>	<b>\$57,442.00</b>	<b>\$13,433.48</b>	<b>\$119,800.00</b>	<b>\$267,910.98</b>
<b>Total Project Value:</b>					

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	50.27%
Total Cooperator Share (c+d) ÷ (e) = (g)	49.73%
Total (f+g) = (h)	100.00%



**WORKSHEET FOR**

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

<b>Salaries/Labor</b>					
<b>Standard Calculation</b>					
Job Description		Cost/Day	# of Days		Total
Trail Specialist	Kathy White	\$500.00	15		\$7,500.00
Assistant Trail Specialist	Matt Ross	\$250.00	15		\$3,750.00
Trail Crew Lead	Mark Rikard	\$250.00	15		\$3,750.00
<b>Total Salaries/Labor</b>					<b>\$15,000.00</b>

<b>Travel</b>					
<b>Standard Calculation</b>					
Travel Expense	Employees	Cost/Day	# of Trips		Total
USFS Pickup		\$45.00	30.00		\$1,350.00
<b>Total Travel</b>					<b>\$1,350.00</b>

<b>Supplies/Materials</b>					
<b>Standard Calculation</b>					
Supplies/Materials		# of Items	Cost/Item		Total
Lumber (Structure Repair)		1.00	\$10,000.00		\$10,000.00
Aggregate Surfacing		1.00	\$5,000.00		\$5,000.00
Rocks for retainers and steps		1.00	\$25,000.00		\$25,000.00
Materials Delivery/Staging		1.00	\$12,000.00		\$12,000.00
<b>Total Supplies/Materials</b>					<b>\$52,000.00</b>

<b>Other Expenses</b>					
<b>Standard Calculation</b>					
Item		# of Units	Cost/Unit		Total
					\$0.00
<b>Total Other</b>					<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$68,350.00</b>
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<b>Forest Service Overhead Costs</b>					
Current Overhead Rate	Subtotal Direct Costs				Total
13.00%	\$68,350.00				\$8,885.50
<b>Total FS Overhead Costs</b>					<b>\$8,885.50</b>

<b>TOTAL COST</b>	<b>\$77,235.50</b>
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WHATCOM COUNTY  
SHERIFF'S OFFICE

BILL ELFO  
SHERIFF



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

RECEIVED

SEP 12 2022

MEMORANDUM

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

**TO:** Satpal Sidhu, County Executive  
**FROM:** Bill Elfo, Sheriff  
**RE:** Forestry Work Crew Agreement  
**DATE:** August 10, 2022

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Enclosed are two (2) 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. Forest Service since 2003 to accomplish projects such as improving ecosystems, maintaining existing forest infrastructure and restoring National Forest System lands and watersheds in Whatcom and Skagit Counties. This in turn provides the members of the Work Crews an opportunity to develop skills while working in lieu of full incarceration. We already have an Agreement in place for various projects until 2025. This Agreement is for 2 years, specific to the Heather Meadows Recreation Site.

- **Funding Amount and Source**

The funding amount of \$57,442.00 for the 2-year project will come from a Forest Service grant. It is a reimbursable grant and there is money in the Corrections Bureau budget to cover it.

- **Differences from Previous Contract**

According to the Forest Service "We would have been able to simply update the most recent agreement on the Mt. Baker District, except that the funds we're using towards this project come from a source that needs to be kept totally separate from existing funds."

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

