JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Josh Peters, County Administrator

FROM: Sophie DeGroot, Noxious Weed Control Coordinator

DATE: July 28, 2025

SUBJECT: Forest Service Noxious Weed Control Re: Contract 25-PA-11060900-106

STATEMENT OF ISSUE:

Invasive plants have become a threat to natural systems, including degrading terrestrial and aquatic habitats. The goal of this project is to stop the spread of noxious weed species, reduce existing populations, and prevent the introduction of additional exotic plants to Jefferson County. The objective of this project is to coordinate and standardize noxious weed control efforts across jurisdictional boundaries to effectively minimize the negative impacts of these species on watershed functions, wildlife and aquatic habitats, human and animal health, and recreational activities.

ANALYSIS:

This project is a continuation of ongoing efforts to control invasive plants in Jefferson County and adjacent federal lands by the U.S. Forest Service and several existing partners. This agreement will initiate and formalize the cooperative effort between JCNWCB and the U.S. Forest Service to accomplish similar goals. The project includes activities to survey, identify and control invasive plants and noxious weeds, assist with restoration of degraded habitat, coordinate actions and facilitate communication between local and Federal jurisdictions, and education of citizens.

FISCAL IMPACT:

In November of 2024, the Noxious Weed Control Board applied and was approved by the Resource Advisory Committee (RAC) for project funding for project accomplishments for watershed ecosystem enhancements as authorized by the Secure Rural Schools authority. This contract will allow up to $27,500 in weed control expenses, including labor, materials, and mileage.

RECOMMENDATION:

I recommend the BoCC approves this contract.

REVIEWED BY:

Josh Peters, County Administrator

7/21/25
Date

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: USDA, FOREST SERVICE OLYMPIC NATIONAL FOREST Contract No: 25-PA-11060900-106

Contract For: Noxious Weed Control Term: Date Signed - 2/28/2026

COUNTY DEPARTMENT:	WSU Extension - Noxious Weed Control Board
Contact Person:	Sophie DeGroot
Contact Phone:	360-316-9332
Contact email:	sdegroot@co.jefferson.wa.us

AMOUNT: 27,500

Revenue: 27,500

Expenditure:

Matching Funds Required: $8,390.27

Sources(s) of Matching Funds

Fund # 109

Munis Org/Obj

PROCESS:

- [x] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**__________

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐

Signature: [signature] Date: 11 July 2025

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ■ **N/A:** ☐

Signature: [signature] Date: 11 July 2025

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 7/18/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 7/17/2025.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

FS Agreement No. 25-PA-11060900-106

Cooperator Agreement No. ____________

PARTICIPATING AGREEMENT
Between The
COUNTY OF JEFFERSON
And The
USDA, FOREST SERVICE
OLYMPIC NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the County of Jefferson, hereinafter referred to as "JCNWCB," and the United States Department of Agriculture (USDA), Forest Service, Olympic National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001), and Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Background: Invasive plants have become a threat to natural systems, including degrading terrestrial and aquatic habitats. The goal of this project is to stop the spread of noxious weed species, reduce existing populations, and prevent the introduction of additional exotic plants to Jefferson County. The objective of this project is to coordinate and standardize noxious weed control efforts across jurisdictional boundaries to effectively minimize the negative impacts of these species on watershed functions, wildlife and aquatic habitats, human and animal health, and recreational activities.

This project is a continuation of ongoing efforts to control invasive plants in Jefferson County and adjacent federal lands by the U.S. Forest Service and several existing partners. This agreement will initiate and formalize the cooperative effort between JCNWCB and the U.S. Forest Service to accomplish similar goals. The project includes activities to survey, identify and control invasive plants and noxious weeds, assist with restoration of degraded habitat, coordinate actions and facilitate communication between local and Federal jurisdictions, and education of citizens.

The Cooperator has applied and been approved by the Resource Advisory Committee (RAC) for project funding for project accomplishments for watershed ecosystem enhancements as authorized by the Secure Rural Schools authority.

Title: Olympic Peninsula Cooperative Noxious Weed Control in Jefferson County

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide continuity in weed management across jurisdictions on the Olympic Peninsula, and recognize that certain undesirable plants pose a threat to the natural environmental and economic health of the County and Forest by the displacement of native plant species, and the degradation of livestock forage, wildlife and fish habitat, and recreation values in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Attachment A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the U.S. Forest Service is to sustain the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations. JCNWCB's mission is to protect lands within Jefferson County from the degrading impacts of noxious weeds by educating residents, property owners, land managers, and public agencies in how to serve as responsible stewards and aid in the protection and preservation of the land, water, and natural resources.

The U.S. Forest Service and the JCNWCB both have the responsibility for controlling harmful plants in watersheds under their jurisdiction. Because unwanted plants originate from both private and public lands, and infestations often occur on adjacent jurisdictions, it is in the interest of both parties under this agreement to work together in a cost-effective manner to locate and treat infestations to prevent their spread and restore degraded habitat. Educational programs will increase public awareness of noxious and invasive plants, and the issue they create by directing the programs at members of the community who work in the forest, live near it, or recreate in it. Additionally, weed prevention signs and posters would be placed at public gathering points, such as trailheads and campgrounds.

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

III. JCNWCB SHALL:

A. LEGAL AUTHORITY. JCNWCB 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. Ensure their employees, contractors, and/or volunteers are trained, evaluated, and certified in accordance with their designated Sawyer Program standards.

C. Meet prior to June 1st of each year with the U.S. Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during the year. The Project Work List will be developed and mutually agreed upon by the project contacts before May 1st.

D. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:

1. Conduct or supervise the survey, treatment and disposal (as appropriate) of noxious weeds on Federal lands, and on lands that impact Federal lands by serving as a vector and seed source for the spread of noxious weeds.

    a. Provide inventory and site location data in an electronic format following U.S. Forest Service protocol, and accomplishment forms for treatment projects.

    b. Provide copies of County Safety and Herbicide Spill Plan.

2. Attend planning meetings and coordinate with the U.S. Forest Service Invasive Plant Coordinator on the development of a detailed project list for the current year by May 1st of each year.

    a. Provide inventory and site location data in an electronic or paper format, following U.S. Forest Service protocol.

3. Control and eradicate noxious weeds in a manner consistent with U.S. Forest Service policy and applicable environmental rules and documents.

4. Monitor known weed infestations and report to the U.S. Forest Service on locations.

5. Work cooperatively with local weed boards, private landowners, and U.S. Forest Service personnel to control noxious weeds across jurisdictional boundaries.

6. Raise public awareness of noxious weeds and their impacts through a focused educational program.

7. As time and staffing allow, assist the U.S. Forest Service with other restoration activities related to weed management, such as seeding and planting.

    a. Restoration activities will be coordinated by U.S. Forest Service staff and will only utilize plant material appropriate to the sites, as determined by U.S. Forest Service staff.

    b. The U.S. Forest Service will provide tools and plant material (seed, plugs, plants) used for such activities as needed.

8. Provide monthly communication on invasive plant accomplishments to the U.S. Forest Service Invasive Plant Coordinator during the inventory and treatment season (May 1-September 30).

9. Provide progress reports when invoices for reimbursement are submitted, and a year-end report that documents the work that has been carried out, overall program effectiveness and recommendations for treatment sites in the next year.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse JCNWCB for the U.S. Forest Service's share of actual expenses incurred, not to exceed $27,500.00, 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 JCNWCB's **quarterly** invoice. Each invoice from JCNWCB shall display the total project costs for the billing period, separated by U.S. Forest Service and JCNWCB'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 JCNWCB'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. JCNWCB'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 JCNWCB 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

Budget & Finance - Grants and
Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Cheryl Bartlett- cheryl.bartlett@usda.gov and
Jennifer Garcia Santiago- Jennifer.garciasantiago@usda.gov

B. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year.

1. Designate a Program Manager to coordinate U.S. Forest Service activities and facilitate communication between the parties.

2. Host and organize meetings with JCNWCB to discuss planning, implementation, budget, etc. for upcoming field seasons. These meetings will be held annually between March 1st- June 1st, and additionally if needed.

3. Designate a qualified U.S. Forest Service representative to communicate availability of Washington Conservation Corps crew, and to provide technical guidance and conduct field inspections.

4. When available, provide a Washington Conservation Corps crew and/or SCA interns to assist with control efforts at selected noxious weed sites through the use of existing agreements. Crews/interns will be provided at no additional cost to the JCNWCB working on NFS lands.

5. Provide a U.S. Forest Service crew to control and eradicate selected noxious weed sites, when requested and available.

6. Coordinate restoration activities and only utilize plant material appropriate to the sites, as determined by U.S. Forest Service staff.

7. Provide tools and plant material (seed, plugs, plants) used for restoration activities, as needed.

8. Provide National Environmental Policy Act (NEPA) requirements for the projects, as needed, on National Forest Systems lands.

9. Provide Visitor Information Sites suitable for posting or distributing noxious weed education and awareness information.

10. Maintain a noxious weed Geographic Information System (GIS) data layer of inventory, treatment, and monitoring activities.

11. Provide update inventory and site location database forms that follow USFS protocol.

C. Provide a U.S. Forest Service radio to JCNWCB for communications and 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:

Cooperator Project Contact	Cooperator Financial Contact
Sophie DeGroot 121 Oak Bay Rd Port Hadlock, WA 98339 Telephone: 360-316-9332 Email: sdegroot@co.jefferson.wa.us	Owen Rowe 121 Oak Bay Rd Port Hadlock, WA 98339 Telephone: 360-379-5610 ext. 205 Email: orowe@co.jefferson.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cheryl Bartlett Olympic National Forest Botanist 1835 Black Lake Blvd, SW Olympia, WA 98512 Telephone: 360-956-2283 Email: cheryl.bartlett@usda.gov	Cassandra McCarthy Grants Management Specialist Email: cassandra.mccarthy@usda.gov
U.S. Forest Service Program Contact	
Jennifer Garcia Santiago Olympic National Forest Partnership Coordinator 1835 Black Lake Blvd, SW Olympia, WA 98512 Telephone: 564-669-962 Email: Jennifer.garciasantiago@usda.gov	

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or JCNWCB 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 JCNWCB, 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 JCNWCB from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of JCNWCB's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of JCNWCB's products or activities.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for JCNWCB 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 JCNWCB when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. JCNWCB agree(s) that any of JCNWCB'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 JCNWCB has hereby willingly agreed to assume these responsibilities.

Further, JCNWCB shall provide any necessary training to JCNWCB's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. JCNWCB 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. JCNWCB 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). JCNWCB shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). JCNWCB shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. 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.

L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. **Financial Reporting**

   JCNWCB 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**

JCNWCB 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**

   JCNWCB shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. JCNWCB 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**

   JCNWCB 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.

M. FEDERAL TORT CLAIMS ACT The United States, acting by and through the Forest Service, hereby agrees to bear any and all liabilities of any kind related to the exercise of the Forest Service's rights under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et. seq., or any other applicable act wherein Congress specifically waived sovereign immunity of the United States.

N. 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 JCNWCB 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 15 percent of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award).

2. For rates greater than 15 percent and less than 25 percent, JCNWCB 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 JCNWCB request a federally approved rate from JCNWCB's cognizant audit agency no later than 3 months after the effective date of the agreement. JCNWCB

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.

O. <u>OVERPAYMENT</u>. Any funds paid to JCNWCB 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 JCNWCB 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 JCNWCB.
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.

P. <u>AGREEMENT CLOSE-OUT</u>. Within 120 days after expiration or notice of termination JCNWCB shall close out the agreement.

Any unobligated balance of cash advanced to JCNWCB 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 JCNWCB.

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.

Q. 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.

JCNWCB shall submit **annual** performance reports to the U.S. Forest Service Program Manager. These reports are due **90** days after the reporting period. The final performance report must be submitted either with JCNWCB's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. JCNWCB 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. JCNWCB 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.

S. 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).

T. 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.

U. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. JCNWCB is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Natural Resources, Olympic National Forest of the U.S. Forest Service, U.S. Department of Agriculture"

JCNWCB may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. JCNWCB is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

V. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of JCNWCB's purchase of equipment. Equipment is defined as having a fair market value of $10,000 or more per unit and a useful life of over one year.

W. PROPERTY IMPROVEMENTS. Improvements placed by JCNWCB 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 JCNWCB to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

X. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the JCNWCB's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). JCNWCB shall maintain cost and price analysis documentation for potential U.S. Forest Service review. JCNWCB is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Y. GOVERNMENT-FURNISHED PROPERTY. JCNWCB may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. JCNWCB 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, JCNWCB 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 JCNWCB 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 JCNWCB's managerial personnel. JCNWCB's managerial personnel, in this provision, means JCNWCB's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of JCNWCB's business; all or substantially all of JCNWCB's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. JCNWCB shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. JCNWCB 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. JCNWCB 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, JCNWCB 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.

Z. 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.

AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. JCNWCB shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. JCNWCB 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."***

CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If JCNWCB 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 JCNWCB 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 JCNWCB'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.

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

1. When the U.S. Forest Service and JCNWCB 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 JCNWCB 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, JCNWCB 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 JCNWCB for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by JCNWCB up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

EE. 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.

FF. DEBARMENT AND SUSPENSION. JCNWCB 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 JCNWCB 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.

GG. 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.

HH. COPYRIGHTING. JCNWCB is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:
1. The copyright in any work developed by JCNWCB under this agreement.
2. Any right of copyright to which JCNWCB purchase(s) ownership with any federal contributions.

II. 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.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 2/28/2026 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

KK. 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.

SOPHIE DEGROOT, Noxious Weed Coordinator — Date
County of Jefferson

KELLY D. LAWRENCE, Forest Supervisor — Date
U.S. Forest Service, Olympic National Forest

The authority and format of this agreement (25-PA-11060900-106) have been reviewed and approved for signature.

CASSANDRA MCCARTHY Digitally signed by CASSANDRA MCCARTHY
Date: 2025.06.24 15:44:50 -04'00'

CASSANDRA MCCARTHY — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 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.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: ______________________________
Heidi Eisenhour, Chair Date

By: ______________________________
Heather Dudley-Nollette, Commissioner Date

By: ______________________________
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

____
Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

P.C. Hunsucker July 17, 2025

____
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: A

USFS Agreement No.: 25-PA-11060900-106

Mod. No.:

Cooperator Agreement 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)

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		
Direct Costs	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total
Salaries/Labor	$3,855.00	$20,064.00	$5,760.00	$0.00	$29,679.00
Travel	$250.00	$1,232.00	$280.00	$0.00	$1,762.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$250.00	$1,778.34	$1,000.00	$0.00	$3,028.34
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$4,355.00	$23,074.34	$7,040.00	$0.00	$34,469.34
Coop Indirect Costs		$4,425.66	$1,350.27		$5,775.93
FS Overhead Costs	$653.25				$653.25
Total	$5,008.25	$27,500.00	$8,390.27	$0.00	
Total Project Value:					$40,898.52

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.49%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.51%
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
Invasive Plant Program Coordinator		$349.00	5.00		$1,745.00
Forest Botanist		$422.00	5.00		$2,110.00
Total Salaries/Labor					**$3,855.00**

Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Gov't vehicle- field visits		$50.00	5.00		$250.00
Total Travel					**$250.00**

Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
Total Equipment					**$0.00**

Supplies/Materials

Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Seed		1.00	$250.00		$250.00
Total Supplies/Materials					**$250.00**

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
Total Other					**$0.00**

Subtotal Direct Costs	$4,355.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	$4,355.00			$653.25
Total FS Overhead Costs				**$653.25**

TOTAL COST	**$5,008.25**

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
JCNWCB Coordinator		$400.00	22.00		$8,800.00
Crew Member		$256.00	44.00		$11,264.00
Total Salaries/Labor					**$20,064.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Travel to/from work sites		$56.00	22.00		$1,232.00
80 mi/day x 22 days = 1760 mi @ 0.70/mi					$0.00
Total Travel					**$1,232.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
Total Equipment					**$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
					$0.00
Non-Standard Calculation					
Chemicals, PPE, Misc supplies			$1,778.34		$1,778.34
Total Supplies/Materials					**$1,778.34**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
Total Other					**$0.00**

Subtotal Direct Costs	$23,074.34

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
19.18%	$23,074.34			$4,425.66
Total Coop. Indirect Costs				**$4,425.66**

TOTAL COST	$27,500.00

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
JCNWCB Coordinator		$400.00	8.00		$3,200.00
Crew Member		$256.00	10.00		$2,560.00
Total Salaries/Labor					**$5,760.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Travel to/from work sites; meetings etc		$56.00	5.00		$280.00
80 mi/day x 9 days = 900 mi @ 0.70/mi					$0.00
Total Travel					**$280.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
Total Equipment					**$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
					$0.00
Non-Standard Calculation					
PPE, herbicide, Misc supplies		1.00	$1,000.00		$1,000.00
Total Supplies/Materials					**$1,000.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
Total Other					**$0.00**

Subtotal Direct Costs	$7,040.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
19.18%	$7,040.00			$1,350.27
Total Coop. Indirect Costs				**$1,350.27**

TOTAL COST	**$8,390.27**