06/02/99 MountBaker SK/sk Clerk 06/04/99 Introduced By:

Larry Gossett

Proposed No.:

1999-0317

# MOTION NO. 10719

A MOTION authorizing the county executive to enter into an interagency agreement with United States Department of Agriculture Forest Service.

WHEREAS, the United States Department of Agriculture Forest Service desires to provide supplemental security and law enforcement services in the Mount Baker-Snoqualmie National Forest, and

WHEREAS, the county has the resources to provide those security and law enforcement services;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interagency agreement, substantially in the form attached, with the United States Department of Agriculture Forest Service to provide supplemental security and law enforcement services.

PASSED by a vote of 12 to 0 this 6th day of July, 1999.

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

wie Miller

Chair

ATTEST:

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Attachments: Cooperative Agreement 1999 Operating and Financial Plan

# COOPERATIVE AGREEMENT 1999 OPERATING AND FINANCIAL PLAN

#### Reimbursable Service Requested by the Forest Service

This plan, made and agreed to this <u>26</u> day of <u>MARCH</u>, 1999, for the period beginning May 1, 1999 and ending October 13, 1999, by and between the FOREST SERVICE AND KING COUNTY becomes a part of the Agreement between said parties October 6, 1978.

Now, therefore, it is agreed:

## A. KING COUNTY agrees:

- 1. To assign on police officer with vehicle to patrol the following areas:
  - a. North Bend Ranger District; South Fork, Middle Fork, and North Fork of the Snoqualmie River and Upper Green River drainages with specific attention given to:
    - (1) Tinkham, Denny Creek, Asahel Curtis campgrounds and adjacent trailheads.
    - (2) Heavily used dispersed recreation areas (e.g. Middle Fork of the Snoqualmie and other trailheads).
    - (3) Active public firewood cutting areas.
    - (4) Unplanned seasonal special emphasis areas.

Patrol of the areas described above, routinely involves various travel routes encompassing 100 to 200 miles daily, and takes an average of eight (8) hours to complete. The officer's daily tour of duty will be pre-scheduled between 8:00 a.m. and 12:00 midnight on the following days:

May 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30, 31

June 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29

July 2, 3, 4, 5, 6, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31

August 1, 2, 3, 6, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31

September 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28

October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15

2. Within their capability, to permanently assign one officer to perform the requested service described in A. 1. The said officer may change at the request of the Public Safety Officer or the U.S. Forest Service.



- 3. To provide a suitable vehicle for use by the deputy in A. 1., which is readily identifiable as a KING COUNTY SHERIFF vehicle.
- 4. To instruct the officer to check in at beginning and ending of each patrol with the North Bend Law Enforcement Coordinator or Acting, when the District office is open for business.
- 5. To utilize patrol log forms and Cooperative Law Enforcement Activity Report provided by the Forest Service and submit one copy of those daily reports to the North Bend Law Enforcement Coordinator by the 10th of the following month.
- 6. To dispatch additional officer within their capabilities for unforeseen or emergency situations upon request of the Forest Service.
- 7. To submit a monthly, itemized statement for reimbursable services provided in Clauses A. 1 through A. 6, based on the rate schedule for reimbursable services contained in Clause B. 2. Statements will be certified by the KING COUNTY SHERIFF as being correct and proper. Statements will be sent to the Supervisory Law Enforcement Officer Jay Webster, Mt. Baker-Snoqualmie National Forest, 21905 64th Avenue West, Mountlake Terrace, Washington 98043.

#### B. The FOREST SERVICE agrees:

- 1. To loan KING COUNTY two portable radios and one mobile radio for communication purposes.
- 2. To pay KING COUNTY on receipt of satisfactory statements of expenditures in accordance with the following rate schedule but not to exceed a total of \$50,000 for the period May 1, 1999 to September 30, 1999, and not to exceed a total of \$5000 for the period October 1, 1999 through October 15, 1999.
- 3. Availability of Funds. Funding in the amount of \$50,000 is currently obligated for performance of this instrument through September 30, 1999. The performance of the October 1 through 15, 1999 period of services is contingent upon the Forest Service obligating payment for the contract services. It is agreed that there shall be no legal liability on the part of King County for failing to provide services beyond September 30 until the funds have been obligated by the Forest Service to pay for such services.

#### Rate Schedule for Reimbursable Services - Clauses A. 1 through A. 6

The amount agreed to covers all vehicle expenses.

The amount agreed to covers officer's salary, including any overtime, and administrative costs. This includes holiday rate pay for Memorial Day, May 27; Independence Day, July 4; Labor Day, September 2; and Columbus Day, October 14, 1999.

The amount agreed to includes patrol hours exceeding 40 hours per week and is in response to requests by a designated representative identified in C. 4.a.



# C. It is mutually agreed:

- 1. The number and timing of patrols during a given week may be adjusted as required by either party with notification to the other party.
- 2. Payment will not be made to KING COUNTY for time spent by the assigned officers in Search and Rescue Operations. If an assigned officer engages in Search and Rescue Operations during scheduled patrol periods and the time exceeds two hours, and is during a normal heavy recreation use period, i.e. weekends or holidays, KING COUNTY will furnish another police officer to complete the patrol.
- 3. KING COUNTY will be responsible for the installation and maintenance of radio equipment. In the event this agreement is cancelled, the radios identified in Clause B. 1, will be returned to the FOREST SERVICE.
- 4. The following individuals shall be designated representatives of each party:
  - a. For the FOREST SERVICE:

Mt. Baker-Snoqualmie National Forest

 Jay Webster
 Office: 425-744-3291
 Home: 360-754-8570

 Shane Wyrsch
 Office: 360-825-6585
 Home: 360-825-8776

 Rudolph Edwards
 Office: 425-888-1421
 Home: 425-831-6038

b. For KING COUNTY:

 Captain Booker
 Office: 206-296-3853

 Captain Walker
 Office: 206-296-3853

 Sergeant Lang
 Office: 206-296-3853

 Officer Tim Morgan
 Office: 206-296-3853

 Home: 425-831-5874

**COOPERATOR:** 

**FOREST SERVICE:** 

Ron Sims

Date

Dan Harkenrider

/ Dai

King County Executive

**Acting Forest Supervisor** 

Mt. Baker-Snoqualmie National Forest

RECOMMENDED FOR SIGNATURE:

APPROVED FOR FORM:

DEPARTMENT OF PUBLIC SAFETY:

PROSECUTING ATTORNEY'S OFFICE:

Sheriff-Director

Date

Deputy

COPY

## FOREST SERVICE

# LAW ENFORCEMENT AND INVESTIGATIONS REGIONAL OFFICE APPROVAL

1999 KING COUNTY SHERIFF / US FOREST SERVICE CO-OP CONTRACT

Regional Special Agent In Charge

Date: 4/7/45

