



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 1, 2000

Motion 10984

Proposed No. 2000-0380.1

Sponsors Nickels

1 A MOTION authorizing the county executive to enter into
2 an interagency agreement with the Forest Service, United
3 States Department of Agriculture, to provide supplemental
4 law enforcement services.

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 WHEREAS, the United States Forest Service desires to provide supplemental
8 security and law enforcement services to the Mt. Baker-Snoqualmie National Forest, and

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

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

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 The county executive is authorized to execute an interagency agreement,

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 substantially in the form attached, with the United States Department of Agriculture to

Motion 10984

14 provide supplemental security and law enforcement services.

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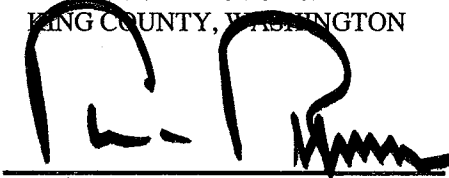
Motion 10984 was introduced on 6/26/00 and passed by the Metropolitan King County Council on 7/31/00, by the following vote:

Yes: 10 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

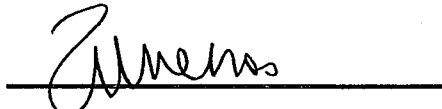
Excused: 3 - Mr. McKenna, Mr. Nickels and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Cooperative Agreement 2000 Operating and Financial Plan

**COOPERATIVE AGREEMENT
2000
OPERATING AND FINANCIAL PLAN**

Reimbursable Service Requested by the Forest Service

This plan, made and agreed to this 26 day of MARCH, 2000, for the period beginning May 1, 2000 and ending October 13, 2000, 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, 2000 to September 30, 2000, and not to exceed a total of \$5000 for the period October 1, 2000 through October 15, 2000.
3. Availability of Funds. Funding in the amount of \$50,000 is currently obligated for performance of this instrument through September 30, 2000. The performance of the October 1 through 15, 2000 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, 2000.

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


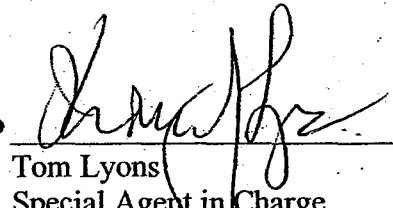
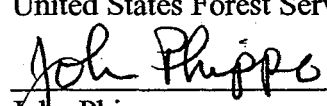
Jay Webster	Office: 360-956-2262	Home: 360-754-8570
Shane Wyrsh	Office: 360-825-6585	Home: 360-825-8776
Rudolph Edwards	Office: 425-888-1421	Home: 425-831-6038


b. For KING COUNTY:

Captain Booker	Office: 206-296-3853
Captain Walker	Office: 206-296-3853
Sergeant Lang	Office: 206-296-3853

COOPERATOR:

FOREST SERVICE:

 Sheriff Director Department of Public Safety KING CO. SHERIFF'S OFFICE	Date 5-24-00	 Tom Lyons Special Agent in Charge Law Enforcement & Investigations United States Forest Service	Date 3/22/00
_____ Ron Sims King County Executive	Date _____	 John Phipps Forest Supervisor Mt. Baker-Snoqualmie National Forest	Date 4/13/00


Deputy
Prosecuting Attorney's Office

Date
5-22-00