



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 15, 2009

Ordinance 16727

Proposed No. 2009-0550.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 enter into a contract between King County and the United
3 States Department of Agriculture, Forest Service, Mt.
4 Baker-Snoqualmie National Forest, for seasonal law
5 enforcement services.

6 **STATEMENT OF FACTS:**

- 7 1. The United States Department of Agriculture, Forest Service, Mt.
8 Baker-Snoqualmie National Forest, desires to provide enhanced law
9 enforcement services on Forest Service lands.
- 10 2. The county has the ability to provide those policing and law
11 enforcement services.
- 12 3. Participation in this agreement is to the benefit of the citizens of King
13 County.

14 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY**

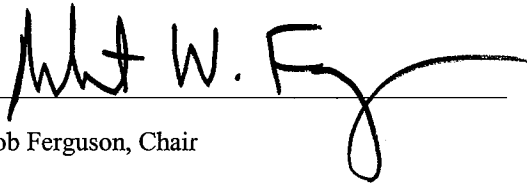
15 **SECTION 1.** The county executive is authorized to execute an agreement,
16 substantially in the form attached to this ordinance, with the United States Department of
17

- 18 Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest, to provide enhanced
19 law enforcement services on Forest Service lands.

Ordinance 16727 was introduced on 9/28/2009 and passed by the Metropolitan King County Council on 12/14/2009, by the following vote:

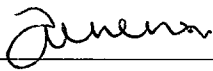
Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Mr. Ferguson and Mr. Dunn
No: 0
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Bob Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21st day of December, 2009.



Dow Constantine, County Executive

RECEIVED
2009 DEC 22 PM 4:13
CLERK
KING COUNTY COUNCIL

Attachments: A. Cooperative Law Enforcement Agreement No. 09-LE-11060500-01 between King County Sheriff's Department and U.S. Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest

16727

Attachment A

**COOPERATIVE LAW ENFORCEMENT AGREEMENT
NO. 09-LE-11060500-001**

between

KING COUNTY SHERIFF'S DEPARTMENT

and

**U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST**

This Cooperative Law Enforcement Agreement (agreement) is entered into by and between the King County Sheriff's Department, hereinafter referred to as King County, or the Cooperator, and the United States Department of Agriculture, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, P.L. 92-82. 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has a limited amount of financing to meet their responsibility of enforcing these laws.

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

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

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan). *See related Provision IV-D.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the Forest Service and at the Cooperator's discretion, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.
- F. Shall furnish their tax identification number upon execution of this agreement pursuant to the Debt Collection Improvement Act of 1996, as amended by Public Law 104-134. The Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and

reporting on any delinquent amounts arising out of such Cooperator's relationship with the Government, has hereby been given.

- G. Provide the Forest Service Principal Contact, listed in Provision IV-B, with case reports, required forms, and timely information relating to incidents/crimes in connection with activities on NFS lands as specified in the Operating Plan.
- H. Bill the Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H and IV-O.*
- I. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary Cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such Cooperators' programs that are produced by the Cooperator for public information, public education, or public distribution:

"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, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

III. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the attached Financial and Operating Plan.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous Forest Service payments. *See related Provisions II-H and IV-H.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

U.S. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894

Send copy to:

Captain John Klaasen
USDA Forest Service
Olympic National Forest
1835 Black Lake Blvd. SW, Suite A
Olympia, WA 98512

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

A. The parties will make themselves available, when necessary to: provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Forest Service Contact

John Klaasen
Patrol Captain
Olympic National Forest
1835 Black Lake Blvd. SW, Ste. A
Olympia, WA 98512
Phone: 360-956-2262
FAX: 360-956-2330
E-Mail: jklaasen@fs.fed.us

Cooperator Contact

Sheriff Susan L. Rahr
King County Sheriff's Office
516 3rd Ave.
Seattle, WA 98104
Phone: (206) 296-4155
FAX: (206) 296-0168
E-Mail: Susan.Rahr@kingcounty.gov

Forest Service Admin. Contact

Deborah Larsen
Law Enforcement Assistant
Olympic National Forest
1835 Black lake Blvd. SW, Ste. A
Olympia, WA 98512
Phone: 360-956-2464
FAX: 360-956-2330
E-Mail: dlarsen@fs.fed.us

Cooperator Admin. Contact

Captain, Contract Services Unit
King County Sheriff's Office
516 3rd Ave.
Seattle, WA 98104
Phone: (206) 296-4183
FAX: (206) 205-7608

C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NFS lands nor does this agreement have any effect upon the responsibility of the Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
 6. Billing frequency requirement(s). See related Provisions II-H and III-B.
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a Forest Service Agreements Specialist and the King County Sheriff.
- E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- H. Reimbursable Cooperator enforcement expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which the Cooperator is normally able to provide.
- I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the Cooperator to provide additional special enforcement activities. The Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- J. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If Cooperator or Forest Service equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the Forest Service, however, the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is responsible for all operating and maintenance costs for equipment that the Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement, the Cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The Forest Service will issue disposition instructions within 120 calendar days.
- L. When no equipment or supplies are approved for purchase under an Operating Plan, Forest Service funding under this agreement is not available for reimbursement of Cooperator purchase of equipment or supplies.
- M. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and wildlife laws in connection with activities on NFS lands.
- N. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due the Cooperator.
 - 3. Taking other action permitted by statute.Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.
- O. DUNS NUMBER: The cooperator has furnished their DUNS number 930929786.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Execution of this agreement terminates Cooperative Law Enforcement Agreement No. 03-LE-11060500-051 executed between the parties on 11/06/2003.
- R. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall

be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

- S. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through **five years** after the date of execution, at which time it will expire.
- V. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator 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.

USDA FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

The authority and format of this instrument
have been reviewed and approved for
signature.

Y. ROBERT IWAMOTO DATE
Forest Supervisor

COLLEEN BROWER DATE
FS Grants and Agreements Specialist

USDA FOREST SERVICE

THOMAS J. LYONS DATE
Special Agent in Charge, Region 6

KING COUNTY

SUE RAHR DATE
King County Sheriff

KING COUNTY

King County Executive

DATE

ATTACHMENT

**COOPERATIVE LAW ENFORCEMENT AGREEMENT
NO. 09-LE-11060500-001**

between

KING COUNTY SHERIFF'S DEPARTMENT

and

**U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
MT. BAKER -SNOQUALMIE NATIONAL FOREST**

2009 FINANCIAL AND OPERATING PLAN

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between King County Sheriff's Department, hereinafter referred to as King County, or the Cooperator, and the United States Department of Agriculture, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the Forest Service.

This Operating Plan is for the period from May 1, 2009 through October 31, 2009.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Designated Representatives:

Forest Service Representative

John Klaasen
Captain, NWWZ
USDA Forest Service LEI
1835 Black Lake Blvd. SW Suite A
Olympia, WA 98512
Phone: (360) 956-2262
FAX: (360) 956-2265
E-Mail: jklaasen@fs.fed.us

Cooperator Representative

Sue Rahr
Sheriff
King County Sheriff's Office
516 Third Avenue W-116
Seattle, WA 98104
Phone: (206) 296-4155
FAX: (206) 296-0168
E-Mail: Susan.Rahr@kingcounty.gov

Alternate Representatives:

Forest Service Representative

Deborah Larsen
Law Enforcement Assistant
USDA Forest Service LEI,
1835 Black Lake Blvd SW
Olympia, WA 98512
Phone: (360) 956-2464
FAX: (360) 956-2265
E-Mail: dlarsen@fs.fed.us

Cooperator Representative

Carol Cummings
Special Operations Division Chief
King County Sheriff's Office
7300 Perimeter Rd. S
Seattle, WA. 98108
Phone: (206) 205-8200
Fax: (206) 296-4271
E-mail: Carol.Cummings@kingcounty.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

The 2009 proposed rate for the Cooperator-provided full-time primary deputy from May 1, 2009, through October 31, 2009, is \$69.97 per hour (includes wages, benefits, vehicle costs, administrative costs) plus overtime. An updated 2009 adopted hourly rate will be provided to the Forest Service by May 1, 2009. The Forest Service will be billed at the 2009 adopted rate. The same adopted rate applies to any secondary officers dispatched at the Sheriff's Office discretion to ensure officer safety per Section II-B, to any officers dispatched for special enforcement situations per section IV, or officers assisting at the request of the Forest Service per section II-D.

- C. Funds in the amount of \$59,500 are currently available for performance of this instrument through **October 31, 2009**. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond October 31, 2009, until funds are made available to the Forest Service for performance and until the Cooperator receives notice of availability by written modification by the Forest Service.

After October 31, 2009, any remaining funds from the 2009 Financial and Operating Plan will become unavailable and will be de-obligated by the Forest Service.

II. PATROL ACTIVITIES:

- A. Cooperator will provide a full-time deputy equivalent from May 1, 2009, through October 31, 2009, or until the budget is exhausted. The deputy's primary assignment is the Mt. Baker-Snoqualmie National Forest inside the boundaries of King County, Washington, with particular attention given to those places utilized by the visiting public, such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities. The full time officer will be fully equipped and marked King County Sheriff's Office vehicle, suitable for patrol of forest areas. Hours worked by this deputy will be recorded for billing purposes in the Sheriff's Office Patrol Time Log.
- B. At its discretion, the Sheriff's Office may elect to dispatch a second officer to assist the primary officer and ensure officer safety, generally on or leading up to Memorial Day, Independence Day, and Labor Day holidays. Hours worked by the second officer will be recorded for billing purposes in the Sheriff's Office Patrol Time Log.
- C. Patrol schedules will be flexible to allow for emergencies, other priorities, and meeting day-to-day needs of both the Cooperator and the Forest Service. Patrol times should vary as much as possible. Deputies should plan routes making them more visible after sunset, especially during peak use times, such as holidays. Specific workdays and core hours on the ground will be determined by the Cooperator with concurrence by the Forest Service. This schedule will be provided to the Forest Service at least 15 days prior to the schedule taking effect. It is expected that there will be five patrol days per week to (include Saturday, Sunday and holidays) on National Forest Lands, for the period of the agreement, or until such time as funding is exhausted.
- D. Within staffing capabilities and at the Sheriff's Office discretion, additional Deputies may be dispatched to unforeseen or large law enforcement situations (raves, parties, gatherings, etc.) upon request of the Forest Service. The hourly rate will be billed for all additional patrol time.

- E. Ample time will be spent in each area to make Forest users aware that law enforcement officers are in the vicinity. Timely reports and/or information relating to incidents or crimes that have occurred on NFS lands should be provided to the Forest Service in a reasonable time frame.
- F. Any known or reported incidents including contacts, investigations, citations, custodies, searches, etc., occurring on NFS lands shall be documented on USDA Forest Service Form FS-5300-1, Incident Report. The Forest Service will supply Cooperator with these forms which will be forwarded quarterly, to the attention of Captain John Klaasen.
- G. Assigned Deputies will complete Daily Activity Reports provided by the Forest Service denoting hours worked, location, and type of activity to assure patrols are consistent with Agreement priorities. This documentation should be submitted with reimbursement requests.
- H. A completed Form FS 5300-5, Cooperative Law Enforcement Activity Report, shall be furnished to the Forest Service on a quarterly basis, identifying the number of crimes occurring on NFS lands.

The report shall follow the FBI Uniform Crime Reporting Groupings, Part I and II Offenses. Offense and arrest information shall be combined and reported for each crime. The report shall separate the crimes handled under the cooperative agreement from those handled by the County during regular duties.

A copy of each motor vehicle collision report occurring on NFS lands and roads, including photos of the crash site depicting all vehicles involved, any property damage, road conditions and applicable road signs shall be provided to the Forest Service. All motor vehicle accidents shall be reported by phone to the local Forest Service Law Enforcement Officer as soon as possible.

- I. Cooperator shall notify the Forest Service as soon as possible of all search and rescues occurring on NFS lands. Deputies assigned to this agreement can perform preliminary search and rescue duties, but Cooperator shall furnish another Deputy for lengthy missions.

J. COOPERATIVE PATROL AREAS:

- Patrol all roads in the Mt. Baker-Snoqualmie National Forest that are located in within the boundaries of King County, Washington.
- Patrol in the following campgrounds, developed sites or dispersed areas: 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, Ashael Curtis campgrounds and adjacent trailheads.
 - 2) Heavily used dispersed recreation areas (e.g. Middle Fork of the Snoqualmie and other trailheads).
 - 3) Active logging and firewood cutting areas.
 - 4) Unplanned seasonal special emphasis areas.

K. ENFORCEMENT PRIORITIES (1=high; 3=low):

- 1 - Personal safety of visitors.
- 1 - Personal safety of Forest Service employees.
- 1 - Personal safety of concessionaire employees.
- 1 - Vehicle crashes and collisions.
- 1 - Drug and alcohol violations.
- 1 - Building and facility security (US Forest Service or concessionaire).
- 2 - Vandalism and theft prevention.
- 2 - Unauthorized entry into administrative closure areas.
- 2 - Litter and sanitation violations.
- 2 - Protection of resources and lakeshores.
- 2 - Protection of Forest Service and concessionaire funds.
- 3 - Hunting and fishing violations.
- 3 - Private property protection and investigations.
- 3 - Information and guidance.

L. PRIORITY PATROL TIMES (1=high; 7=low):

- 1. Holidays
- 2. Weekends
- 3. Fridays
- 4. Mondays
- 5. Thursdays
- 6. Wednesdays
- 7. Tuesdays

Total reimbursement for this category shall not exceed the amount of: **\$59,500**

- M. The Forest Service understands that the Sheriff's Office may need to divert a deputy fulfilling this Agreement away from regular Forest Service patrols to emergent Sheriff's Office work, including but not limited to SWAT callouts or other emergencies. The Sheriff's Office will notify the Forest Service as soon as possible of such callouts and emergencies.

III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K and IV-L for additional information.

- A. The Forest Service shall loan King County two portable radios and one mobile radio for communication purposes.
- B. King County will be responsible for the installation and maintenance of radio equipment. In the event this agreement is cancelled, the radios will be returned to the Forest Service.

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. From time to time, the Forest Service may request additional patrol assistance for Special Enforcement Situations, which include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings. Requests for additional patrol assistance, to include specific times and schedules,

will be made by the Forest Service to the Cooperator. Any additional assistance given will be at the discretion of the Cooperator.

- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Operating Plan, except as noted in Section IV-B-2. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized for situations other than fire emergencies, the parties will prepare a revised Operating Plan.

1. Drug Enforcement:

This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however it may come from the Special Agent in Charge or their designated representative. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency:

During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team assigned to the fire may make such a request and specify such times and schedules. Upon approval by the Forest Service or Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings/Other Situations:

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

C. Rates

The rates of reimbursement for special enforcement situations are specified in Section I-B.

D. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on the Sheriff's Office Patrol Time Log, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section IV-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

V. BILLING:

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:

1-877-687-4894

FAX coversheet should be addressed to:

USDA Forest Service

ASC – Payments-Grants and Agreements

The Cooperator will also prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized under Section II. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northwest Washington Zone
ATTN: Captain John Klaasen
1835 Black Lake Blvd. SW
Olympia, WA 98512

- B. For reimbursement of services provided under Sections IV-B-1 and IV-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section IV-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. The Cooperator will be listed and maintain currency in the Central Contractor Registration database accessible through the internet at <http://www.ccr.gov>. The Cooperator will notify the Forest Service of any changes of their applicable account numbers or banking information to help ensure prompt payment.