



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

June 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Cooperative Law Enforcement Agreement with the United States Forest Service for law enforcement services in the Mt. Hood National Forest. Agreement value is \$70,212 for 1 year. Funding is through the United States Forest Service. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – May 30, 2023		
Performance Clackamas	Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Nancy Artmann	Contact Phone	503-319-4435

EXECUTIVE SUMMARY: This agreement outlines the provision of improved patrol services by the Clackamas County Sheriff's Office (CCSO) in the National Forest System (NFS), specifically the Zigzag Ranger District and Clackamas River Ranger District. The enhanced patrols will take place during the summer months, with a particular focus on Memorial Day, Independence Day, and Labor Day.

RECOMMENDATION: Staff recommends approval of this cooperative agreement between Clackamas County and the USDA, Forest Service.

Respectfully submitted,

Jenna Morrison
Undersheriff

For Filing Use Only



COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COUNTY OF CLACKAMAS
And The
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the County of Clackamas, Clackamas County Sheriff's Department, hereinafter referred to as "The Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. 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/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Law Enforcement Activities Within Clackamas County

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. Cooperator SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- 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 U.S. 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 U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.
- I. Give the U.S. 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" include 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 Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperator. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. Monitor the U.S. Forest Service radio during the following time period(s): Time schedules for patrols will be flexible to allow for emergencies, other priorities and day to day needs of both the cooperator and the US Forest Service, between the date of last signature and December 31, 2027. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of the cooperator.
- M. Cooperator’s obligation to provide officers/agents to perform in accordance with the Operating Plan is contingent upon the availability of resources, as determined by Cooperator in its sole discretion.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. 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 U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

Send copy to:

USDA, Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Avenue NE
 Albuquerque, NM 87109
 FAX: (877) 687-4894
 E-Mail: sm.fs.asc_ga@usda.gov

Rachele Avery
 U.S. Forest Service
 Mt. Hood LEI
 16400 Champion Way
 Sandy, OR 97055
 Phone: 503.668.1625
 E-Mail: rachele.avery@usda.gov

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:



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Capt. Brad O’Neil Address: 2223 Kaen Road City, State, Zip: Oregon City, OR 97045 Telephone: 503.785.5071 FAX: 503.785.5027 Email: bradleyone@clackamas.us	Name: Ke’ala Adolpho Address: 9101 SE Sunnybrook Blvd City, State, Zip: Clackamas, OR 97015 Telephone: 503.785.5012 FAX: 503.785.5027 Email: kadolpho@clackamas.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreements Contact
Name: John Soules Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 541.620.4426 Email: john.soules@usda.gov	Name: David Blair Address: 987 McClellan Rd City, State, Zip: Vancouver, WA 98661 Email: david.blair@usda.gov
U.S. Forest Service Administrative Contact	
Name: Rachele Avery Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503.668.1625 Email: rachele.avery@usda.gov	

- C. An Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. 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 U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. 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-K.
 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 U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. 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.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the cooperator for only the additional activities requested and not for activities that are regularly performed by the cooperator.
- K. 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.
- L. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's 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/are reimbursed for lease/purchase costs, or the U.S. 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.
 - M. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. 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/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the cooperator for and/or transferred to the cooperator under the AD-107 process or equivalent.
 - N. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. 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 U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
 - O. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the cooperator's purchase of equipment or supplies.
 - P. 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 game laws in connection with activities on NFS lands.



Q. 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/are 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 to 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.

R. 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 U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

S. 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.

T. 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.
- U. This agreement in no way restricts the U.S. Forest Service or the cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- V. 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.
- W. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- X. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through 31 December 2027.
- Y. 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.



For

ANGELA BRANDENBURG, Sheriff
Clackamas County

Date

TOOTIE SMITH
Commissioner Chair, Clackamas County

Date

META LOFTSGAARDEN,
U.S. Forest Service, Forest Supervisor

Date

ANDY CORIELL
Special Agent in Charge, U.S. Forest Service
Pacific Northwest Law Enforcement and Investigations

Date

The authority and format of this agreement (23-LE-11060600-006) have been reviewed and approved for signature.

Ben Martin

Digitally signed by Ben Martin
Date: 2023.03.21 21:04:34 -07'00'

BEN MARTIN
U.S. Forest Service Grants Management Specialist

Date

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 3 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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



FS Agreement No. 23-LE-11060600-006

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between the
COUNTY OF CLACKAMAS
And the
USDA, FOREST SERVICE
Mt. Hood National Forest**

2023 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Clackamas, hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Mt. Hood National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #23-LE-11060600-006. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is effective through 12/31/2027, unless modified during the annual review.

Previous Year Carry-over: \$0.00
Current Calendar Year Obligation: \$69,212.00
CY2023 Total Operating Plan: \$69,212.00

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.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Capt. Brad O’Neil 2223 Kaen Road Oregon City, OR 97045 503.785.5071 FAX: 503.785.5027 bradleyone@clackamas.us	Ke’ala Adolpho 9101 SE Sunnybrook Blvd Clackamas, OR 97015 503.785.5012 FAX: 503.785.5027 kadolpho@clackamas.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreements Contact
John Soules 16400 Champion Way Sandy, OR 97055 (503) 668-1789 john.soules@usda.gov	David Blair Grants Management Specialist 987 McClellan Rd Vancouver, WA 98661 david.blair@usda.gov
U.S. Forest Service Administrative Contact	
Rachele Avery 16400 Champion Way Sandy, OR 97055 (503) 668-1625 rachele.avery@usda.gov	

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

Wages at the prevailing rate of \$79.62 per and overtime at the rate of \$97.45 per hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Zigzag Ranger District:

National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

Clackamas River Ranger District:

National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.



2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Zigzag Ranger District:

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.
Timothy Lake, and all lands and roads adjacent to Timothy Lake.
Trillium Lake, and all lands and roads adjacent to Trillium Lake.
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of
Gone Creek Campground.

Clackamas River Ranger District:

Timber Lake Job Corps Center
Dispersed recreation areas east of Promontory Park on Hwy. 224
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and
4630.
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.
(Bagby Hot Springs Recreational Area)

Total reimbursement for this category shall not exceed the amount of: \$69,212.00.

III. EQUIPMENT:

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

- A. The U.S. Forest Service agrees to reimburse the Cooperator for equipment and supplies necessary in remote wilderness on U.S. Forest Service lands, in an amount not to exceed \$1,000.00. All purchases must be approved by the U.S. Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The U.S. Forest Service may loan the Cooperator equipment as needed, when mutually agreed. While in possession of the Cooperator, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

Total reimbursement for this category shall not exceed the amount of: \$1,000.00

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- 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 U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement.



If funds are authorized, the parties will then jointly 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. Reimbursement shall be made at the rates specified in Section I-B. 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 U.S. 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. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the 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: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- 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



FAX: (877) 687-4894
E-Mail: SM.FS.asc_ga@usda.gov and
rachele.avery@usda.gov

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized. 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
Northern Oregon Zone
ATTN: John Soules, Captain
16400 Champion Way
Sandy, OR 97055

Or to the following e-mail address
Rachele.avery@usda.gov

B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$69,212.00	N/A
Training	N/A	N/A
Equipment	up to \$1000.00	N/A
Special Enforcement Situations	TBD/As Needed	N/A
Total	\$69,212.00	100%

C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating & Financial Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of roadblocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the prevailing wage rate as identified in the OP Provision I. B.

Billing Protocol:

Documentation required to be submitted by the County to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.

- Incident Action Plans – copies of plans that document assignment to that incident.
- Map of roadblock locations.

BILLINGS ARE NOT TO BE SUBMITTED TO THE SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist,

Kayann Gardner
Incident Business Specialist - MHF/GPF/CRGNSA
16400 Champion Way, Sandy OR
Email: kayann.gardner@usda.gov
Telephone: 971-201-9859.

Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

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 3 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.

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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.

Addendum B

U.S. Forest Service Supplemental Provisions Coop Law Enforcement Agreements / Operating & Financial Plan

U.S. FOREST SERVICE SHALL:

1. Grant permission, subject to the U.S. Forest Service limitations and regulations, and those included herein, to the Hood River County Sheriff's Office for law enforcement purposes, for use of the Mt. Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict the use of radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Not charge for the use of the radio frequencies.

COOPERATOR SHALL:

1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Cooperator radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict use of the radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.