

FS Agreement No. 20-LE-11061700-008

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
OKANOGAN, COUNTY of
And The
USDA, FOREST SERVICE
OKANOGAN-WENATCHEE NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Okanogan, County of (doing business as Okanogan County Sheriff's Office), hereinafter referred to as "The Cooperator," and the USDA, Forest Service, Okanogan-Wenatchee 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: Tonasket and Methow Valley Ranger Districts Patrols

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 (Annual 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 Annual 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 Annual Operating Plan. Billing frequency will be as specified in the Annual 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 Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse The Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual 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 Annual 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:**

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

Send copy to:

U.S. Forest Service
Law Enforcement & Investigations
Attn.: Shirley Tutino
Okanogan-Wenatchee National Forest
215 Melody Lane
Wenatchee, WA 98801
Phone: (509) 664-9234
E-Mail: shirley.tutino@usda.gov

- C. Conduct billing for Fire Emergency Situations per the current year Annual Operating Plan attached as Exhibit A. *See related paragraphs III.B.2 and IV.C.1-3.*

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 Contacts
Tony Hawley, Sheriff Okanogan County Sheriff 123 N. 5 th Ave., Room 200 Okanogan, WA 98840 Telephone: (509) 422-7183 FAX: (509) 422-7217 Email: thawley@co.okanogan.wa.us	Aaron Culp, Undersheriff Okanogan County Sheriff 123 N. 5 th Ave., Room 200 Okanogan, WA 98840 Telephone: (509) 422-7197 FAX: (509) 422-7217 Email: aculp@co.okanogan.wa.us
	Laura Wright U3, Chief Criminal Deputy Okanogan County Sheriff 123 N. 5 th Ave., Room 200 Okanogan, WA 98840 Telephone: (509) 422-7200 Ext. 7210 FAX: (509) 422-7217 Email: lwright@co.okanogan.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreement Contact
Laurence Olson, Patrol Captain Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: (509) 664-9236 FAX: (509) 664-9283 Email: laurence.olson@usda.gov	Kelly Underwood, Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: (509) 664-9393 FAX: (509) 664-9281 Email: kelly.underwood@usda.gov
U.S. Forest Service Administrative Contact	
Shirley Tutino, Program Assistant Law Enforcement and Investigations Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: (509) 664-9324 FAX: (509) 664-9290 Email: shirley.tutino@usda.gov	

- C. An Annual 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 de-obligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be de-obligated.
- 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 Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual 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 Annual 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 Annual 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 Annual 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 the U.S. Forest Service's equipment purchases are approved in the Annual 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 Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

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.

- L. 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.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of The Cooperator's purchase of equipment or supplies.
- N. 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 Annual 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.

- O. 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.

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

- Q. 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.

- R. 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.

- S. 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.
- T. 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. 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).
- V. 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 December 31, 2023.
- W. 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.

TONY HAWLEY, Sheriff
Okanogan County Sheriff's Office

03092020

Date

ANDY HOVER, Commissioner
Okanogan County

Date

CHRIS BRANCH, Commissioner
Okanogan County

Date

JIM DETRO, Chairman
Okanogan County

Date

LALANE JOHNS, Clerk of the Board
Okanogan County

Date

KRISTIN M. BAIL, Forest Supervisor
Okanogan-Wenatchee National Forest

Date

JOHN BYAS

Digitally signed by JOHN BYAS
Date: 2020.02.27 11:08:01
-08'00'JOHN BYAS, Special Agent in Charge
Pacific Northwest Region 06

Date

The authority and format of this agreement (20-LE-11061700-008) have been reviewed and approved for signature.

KELLY M. UNDERWOOD
Grants Management Specialist,
U.S. Forest Service, Pacific Northwest Region 06

2/20/2020

Date



TONY HAWLEY, Sheriff
Okanogan County Sheriff's Office

Date

3-3-2020

ANDY HOVER, Commissioner
Okanogan County

Date

3-3-2020

CHRIS BRANCH, Commissioner
Okanogan County

Date

JIM DETRO, Chairman
Okanogan County

03-03-2020

Date

LALEEN JOHNS, Clerk of the Board
Okanogan County

03/03/2020

Date



KRISTIN M. BAIL, Forest Supervisor
Okanogan-Wenatchee National Forest

Date

JOHN BYAS
Digitally signed by JOHN BYAS
Date: 2020.02.27 11:08:01
+08'00'

JOHN BYAS, Special Agent in Charge
Pacific Northwest Region 06

Date

The authority and format of this agreement (20-LE-11061700-008) have been reviewed and approved for signature.

2/20/2020

KELLY M. UNDERWOOD
Grants Management Specialist,
U.S. Forest Service, Pacific Northwest Region 06

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. 20-LE-11061700-008
Cooperator Agreement No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between the
OKANOGAN, COUNTY OF
And the
USDA, FOREST SERVICE
OKANOGAN-WENATCHEE NATIONAL FOREST****2020 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between OKANOGAN, COUNTY OF (doing business as OKANOGAN COUNTY SHERIFF'S OFFICE), hereinafter referred to as "The Cooperator" and the USDA, Forest Service, Okanogan-Wenatchee National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11061700-008, executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2020 and ending December 31, 2020.

Current Calendar Year Obligation: \$5,000.00

CY2020 Total Annual Operating Plan: \$ 5,000.00**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
Tony Hawley, Sheriff Okanogan County Sheriff's Office 123 N. 5 th Ave., Room 200 Okanogan, WA 98840 Telephone: (509) 422-7183 FAX: (509) 422-7217 Email: thawley@co.okanogan.wa.us	Aaron Culp, Undersheriff Okanogan County Sheriff's Office 123 N. 5 th Ave., Room 200 Okanogan, WA 98840 Telephone: (509) 422-7197 FAX: (509) 422-7217 Email: aculp@co.okanogan.wa.us



	Cooperator Administrative Contact Laura Wright U3, Chief Criminal Deputy Okanogan County Sheriff's Office 123 N. 5th Ave., Room 200 Okanogan, WA 98840 Telephone: (509) 422-7200 Ext. 7210 FAX: (509) 422-7217 Email: lwright@co.okanogan.wa.us
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Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants and Agreement Contact
Laurence Olson, Patrol Captain Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: (509) 664-9236 FAX: (509) 664-9290 Email: laurence.olson@usda.gov	Kelly Underwood, Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody lane Wenatchee, WA 98801 Telephone: (509) 664-9393 FAX: (509) 664-9281 Email: kelly.underwood@usda.gov
U.S. Forest Service Administrative Contact	
Shirley Tutino, LEI Program Assistant Okanogan-Wenatchee National Forest 215 Melody lane Wenatchee, WA 98801 Telephone: (509) 664-9324 FAX: (509) 664-9290 Email: shirley.tutino@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 not to exceed \$ **83.00** / 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.
- B. The Cooperator will assign a uniformed Officer(s) in a marked vehicle to provide investigative patrols and enforcement of State and/or County Statutes for the protection



of the Okanogan-Wenatchee National Forest visitors and their property on the Methow Valley and Tonasket Ranger Districts.

The area of patrols will vary. A minimum of 8 patrol hours should occur between noon Fridays and midnight Sundays. Patrols should generally occur during the afternoon and evening hours. The Cooperator has the authority to request adjustment of the patrol hours when unforeseen circumstances or emergency situations occur. Any changes to the schedule of services requested may be made with prior approval of the U.S. Forest Service representative. Patrols will be conducted in the following manner:

1. Patrol Areas:

Proactive criminal patrol on Forest roads, campgrounds, developed sites, dispersed camping areas, and trailheads.

Coverage will be provided throughout the District at varied times of both day and night, visible to the public with no set pattern. During the summer season, periodic emphasis patrols should occur between the hours of 4:00 p.m. and 12:00 a.m. midnight. The objective is to provide security, public safety and order for Forest visitors and to establish a visible presence to discourage vandalism, theft, harassment, disorderly conduct, unreasonable noise and other unacceptable behavior in the campgrounds and other high-use recreation sites.

2. Forest User Contacts:

Patrols should include personal contacts with the public as opportunities occur. It should include campers, hunters, fishermen, firewood cutters, ORV/ATV operators and other recreationists.

3. Coordination:

The Cooperator shall maintain regular communication, schedule coordination, and collaboration with Forest Service Law Enforcement Officers. The Cooperator should periodically attend Ranger District meetings and gather and disseminate information to Forest users regarding fire restrictions, or other information helpful to the visiting public. Radio communication with employees on Forest Service frequencies is encouraged.

Total reimbursement for this category shall not exceed the amount of: **\$5,000.00.**

III. 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 Annual 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 Annual 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 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 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, the 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.

IV. 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 Sections II and III of this Operating Plan, on a quarterly basis. The statement will be in sufficient detail to allow the U.S. Forest Service to verify that expenditures are authorized. Invoices shall be printed on the County's department letterhead and shall include the following:
1. Agreement number
 2. Date of Invoice



3. Actual dates of service (MM/DD/YY to MM/DD/YY)
4. Description of services and corresponding rate
5. Areas patrolled and miles travelled on NFS lands
6. Copies of completed Daily Activity Reports

The invoice shall be sent to ASC for payment to the following address:

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101 B Sun Ave NE
Albuquerque, NM 87109
Email: SM.FS.asc_ga@usda.gov (preferred method)

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 statement should also be sent to the following address:

U.S. Forest Service Law Enforcement &
Investigations (LEI)
Attn: Shirley Tutino, Program Assistant
Okanogan-Wenatchee National Forest
215 Melody Lane
Wenatchee, WA 98801
EMAIL: shirley.tutino@usda.gov

B. For reimbursement of services provided under Sections III. B. 1 and III. B. 3 of this Operating Plan, billing instructions will be specified as above in IV. A.

C. For reimbursement of Fire Emergency services provided under Section III. B. 2 of this agreement, the following billing procedure will be used:

1. **Rates:** The rates of reimbursement for fire emergencies are specified in Section I. Where seasonal and/or reserves are used and actual expenses are less than the stated rate, actual expenses will be billed and reimbursed.
** Specialized Equipment Rates are as shown on Attachment A to this Annual Operating Plan.*
2. **Fire Billing Documentation:** Invoices for reimbursement of services for each incident must include agency name, fire number, job code, invoice date, brief description of the services provided, mileage, other authorized expenses, amount of payment request, agreement number, a copy of the current



operating plan and individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed-upon form. Other authorized expenses must be documented and approved by an Agency Representative.

All incident shift tickets and expenses must be approved by incident management personnel who will then prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment to the Albuquerque Service Center, Incident Finance, along with a copy of the current Operating plan.

Original documentation will be maintained by the U.S. Forest Service in the appropriate fire documentation files or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

*** The following is required for invoicing expenditures incurred during a reimbursable mutual aid request.

BILLING PACKAGE. The supporting party shall submit a bill within 120 days from date of the incident. Billing must include the following information and documentation:

Invoice showing the following required elements (See Exhibit E)

- Invoice or bill number.
- Invoice Date
- County Law Enforcement name, address, phone number, and agency financial contact.
- Agreement Number.
- Unique Resource Order Number (shown on Resource Order)
- Fire financial accounting code number (shown on Resource Order)
- Inclusive dates.
- Name of incident, incident number, and location of incident.
- Itemization of costs to support the billing with adequate documentation attached to show the type of resource used, identifying number, name of operators and positions held, cost per unit and total cost.
- Copy of the Resource Order from NEWICC (Colville) or CWICC (Oka-Wen)
- Original pages of signed Emergency Equipment Shift Tickets

Adequate documentation is defined as: copies of resource orders, transaction statements (or equivalent), approved emergency equipment shift tickets, or crew fire time reports to support all billings to the U.S. Forest Service. The invoice with original signature and supporting documentation are to be submitted by the Fire District to the local U.S. Forest Service approving official:

Laurence Olson, Patrol Captain



Okanogan-Wenatchee National Forest,
215 Melody Lane
Wenatchee, WA 98801
Tel: (509) 664-9236
FAX: (509) 664-9283
Email: laurence.olson@usda.gov

3. For each incident, each piece of equipment provided by the Cooperator shall have a separate Emergency Equipment Shift Ticket (OF-297) prepared showing compensable time for one operation period. The Cooperator and the U.S. Forest Service Official responsible for directing the work of the equipment is responsible to see the shift tickets are completed. Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section. Shift Tickets must be signed by the responsible Fire line supervisor overseeing the resource.

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

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	5,000.00	N/A
Fire Support	As Needed	N/A
Total	5,000.00	N/A

- C. Any remaining funding in this Annual 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 de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. 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 Annual Operating Plan as of the last date written below.

TONY HAWLEY, Sheriff
Okanogan County Sheriff's Office

Date


ANDY HOVER, Commissioner
Okanogan County

Date

3-3-2020



Okanogan-Wenatchee National Forest,
215 Melody Lane
Wenatchee, WA 98801
Tel: (509) 664-9236
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- D. 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 Annual Operating Plan as of the last date written below.

TONY HAWLEY, Sheriff
Okanogan County Sheriff's Office

3/9/20

Date

ANDY HOVER, Commissioner
Okanogan County

Date

CHRIS BRANCH, Commissioner
Okanogan County

Date

3-5-2020

JIM DETRO, Chairman
Okanogan County

Date

03-03-2020

LALENA JOHNS, Clerk of the Board
Okanogan County

Date

03/03/2020

KRISTIN M. BAIL, Forest Supervisor
Okanogan-Wenatchee National Forest

Date

JOHN BYAS

Digitally signed by JOHN BYAS
Date: 2020.02.27 11:09:05
+08'00'JOHN BYAS, Special Agent in Charge
Pacific Northwest Region 06

Date

The authority and format of this agreement (20-LE-11061700-008) have been reviewed and approved for signature.

KELLY M. UNDERWOOD, Grants Management
Specialist, U.S. Forest Service

Date

2/20/2020

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.

2020 Annual Operating Plan (Attachment A)
20-LE-11061700-008 Okanogan
Specialized Equipment and Rates

Name		Cost	Quantity	Rate	Total
2017 RXT260 - SEADOO WAVERUNNERS (2) #YDV12732C717/# YDV11589C717 W/TRLR					\$100/HR
	Deputy OT (each)	\$83/HR	2	Hourly	\$166
	Maintenance	\$20		Hourly	\$20
	Insurance or other costs	\$11		Hourly	\$11
				Total Hourly	\$297
				PLUS FUEL COSTS	

Name		Cost	Quantity	Rate	Total
2019 Polaris General side by side W/TRLR #3NSRGE992KH490594					\$40/hr
Overtime rates	Deputy OT	\$83	1	Hourly	\$83
	Maintenance	\$20		Hourly	\$20
	Insurance or other costs	\$11		Hourly	\$11
				Total Hourly	\$154
				PLUS FUEL COSTS	

Name		Cost	Quantity	Rate	Total
2012 CanAm side by side W/TRLR #3JBKKCP19CJ000183					\$35/hr
Overtime Rates	Deputies OT	\$83	1	Hourly	\$83
	Maintenance	\$20		Hourly	\$20
	Insurance or other costs	\$11		Hourly	\$11
				Total Hourly	\$149
				PLUS FUEL COSTS	

Name		Cost	Quantity	Rate	Total
2009 NW Jet Boat 21' W/TRLR #NOJ21684H809					\$110/hr
Overtime Rates	Deputies OT	\$83	1	Hourly	\$83
	Maintenance	\$20		Hourly	\$20
	Insurance or other costs	\$11		Hourly	\$11
				Total Hourly	\$224
				PLUS FUEL COSTS	