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Agreement No. 03-LE-11060500-051

Attachment A

2003-394 COPY

COOPERATIVE LAW ENFORCEMENT AGREEMENT

Between the

KING COUNTY SHERIFF'S OFFICE

And the

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 Office, hereinafter referred to as 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) attached as Exhibit A. 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, 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.

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- G.** Complete and furnish the 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 by the Cooperator during regular duties.
- H.** Provide the 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 upon request.
- I.** 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.
- J.** 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.
- K.** 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 22025-9410 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."

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III. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for 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 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-I and IV-H. The invoice should be forwarded as follows:

Send the original to:

JAY V. WEBSTER
Patrol Captain
Mt. Baker-Snoqualmie & Olympic
National Forests
1835 Black Lake Blvd. SW, Suite A
Olympia, WA 98512
(360) 956-2262

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:

DEBORAH HUNTSINGER
Captain, Contract Services Unit
King County Sheriff's Office
516 Third Avenue, M.S. KCC-SO-0100
Seattle, WA 98104
(206) 296-4183

JAY V. WEBSTER
Patrol Captain
Mt. Baker-Snoqualmie & Olympic National Forests
1835 Black Lake Blvd. SW, Suite A
Olympia, WA 98512
(360) 956-2262

- 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.

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- D. The Operating Plan, shown in Exhibit A, will be jointly updated annually based on mutual agreement by the Forest Service and Cooperator. The Operating Plan shall at a minimum contain, if applicable to this agreement:
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-I 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 Coordinator.
- 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 game 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. The Cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

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1. The Cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the Cooperator more than receiving a check.
3. The Cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

- 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. COA-78-0605-28-003 executed between the parties on October 6, 1978.
- R. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration with 90 days written notice to the other party. 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 5 years after the date of execution, at which time it will expire unless renewed.
- V. In any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and/or operations of this Agreement, including the premises, each party shall be responsible to the other only to the extent of its comparative fault in causing alleged damages or injuries. Each party agrees to indemnify the other to the extent of the indemnitor's proportional share. As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Agreement, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs, and expenses incurred by the other party to this Agreement in defense of said claims and/or actions. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees.

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In witness whereof, the parties hereto have executed this agreement as of the last date written below.

King County

Forest Service

RON SIMS
King County Executive

Date



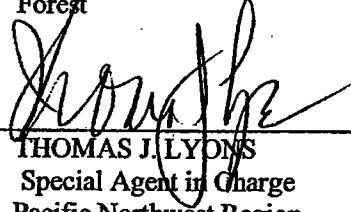
JOHN PHIPPS, Forest Supervisor
Mt. Baker-Snoqualmie National
Forest

5/27/03

Date

DAVID G. REICHERT
King County Sheriff

Date



THOMAS J. LYONS
Special Agent in Charge
Pacific Northwest Region

5/16/03

Date

Approved as to form

Deputy Prosecuting Attorney's Office

Date

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**Exhibit A
Financial and Operating Plan Fiscal Year 2003**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the King County Sheriff's Office, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as Forest Service, under the provisions of Cooperative Agreement #03-LE-11060500-051. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning May 1, 2003 and ending October 15, 2003.

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:

DAVID G. REICHERT
 Sheriff
 King County Sheriff's Office
 516 Third Avenue W-116
 Seattle, WA. 98104
 (206) 296-4155

JAY V. WEBSTER
 Patrol Captain
 Mt. Baker-Snoqualmie & Olympic National Forests
 1835 Black Lake Blvd. SW Suite A
 Olympia, WA. 98512
 (360) 956-2262

Alternate Representatives:

RON GRIFFIN
 Captain
 King County Sheriff's Office
 Special Operations
 7300 Perimeter Rd. S
 Seattle, WA. 98108
 (206) 296-3853

SHANE WYRSCH
 Law Enforcement Officer
 Mt. Baker-Snoqualmie National Forest
 White River Ranger Station
 Enumclaw, WA. 98022
 (360) 825-6585

- B. King County will assign one full time officer with a fully equipped and marked King County Sheriff's Office vehicle to patrol any and all areas on National Forest Land within King County designated by the U.S. Forest Service.
- C. Within King County's capability, this officer will be permanently assigned to perform the requested service. The said officer may change at the request of the King County Sheriff or the U.S. Forest Service.
- D. King County will instruct the officer to check in at the beginning and ending of each patrol with the Forest Service Law Enforcement Officer at the North Bend Ranger Station when the office is open for business.
- E. King County will utilize patrol log forms and the Cooperative Law Enforcement Activity report provided by the Forest Service and will submit one copy of those daily reports to the Forest Service Law Enforcement Officer at the North Bend Ranger Station.

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- F. Payment will not be made to King County for time spent by the assigned officers in Search and Rescue Operations. If an assigned officer engages in Search and Rescue Operations during scheduled patrol periods and the time exceeds two hours, and is during a normal heavy recreation use period (i.e., weekends or holidays) King County will furnish another officer to complete the patrol.

II. PATROL ACTIVITIES:

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the Forest Service. Ample time will be spent in each area to make residents and visitors 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 as soon as possible.

- Patrol on all roads in the Mt. Baker-Snoqualmie National Forest that are located 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, Asahel Curtis campgrounds and adjacent trailheads.
 2. Heavily used dispersed recreation areas (e.g. Middle Fork of the Snoqualmie and other trailheads.)
 3. Active public firewood cutting areas.
 4. Unplanned seasonal special emphasis areas.

Patrol of the areas described above routinely involves various travel routes encompassing 100 to 200 miles daily, and takes an average of eight (8) hours to complete. 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 contract. The number and timing of patrols may be adjusted as required by either party with notification to the other party for operational reasons or to ensure that the cost of the patrols does not exceed the allowed reimbursement for this category.

Total reimbursement for this category shall not exceed the amount of: \$55,000

III. EQUIPMENT:

- 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 identified in Clause III 1., will be returned to the Forest Service.

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations includes but is 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

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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. 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.

- C. If Forest Service equipment is used, the Cooperator will indemnify the Forest Service against any liability for damage over and above normal wear and tear to the equipment used under this Agreement. Cooperator shall be liable for its own torts and those of its officer, employees, and agents during the period of use. It is understood that this does not relieve the Forest Service of liability caused by its own acts or those of its agents or employees. Specialized equipment used by the Cooperator under this Agreement will be used at no cost to the Forest Service, other than that identified in Section VI D.
- D. The Billing for each incident shall include documentation of individual employee time. The Cooperator shall total the amount due the individual officers and then add the benefits amount. The base hourly rate will not exceed the normal cost per hour for that officer and other customary benefit costs. Mileage for Cooperator vehicles shall be based on \$.45 per mile and that particular bill will identify the total amount of mileage for the billing period. Other incidental costs that are identified during the project or incident will be specified on the bill. The Cooperator shall submit billings to the Forest Service in a timely manner. These billings shall be separate from regular patrol service billings and each separate incident or project shall be billed individually.

VI. BILLING FREQUENCY:

The Cooperator will submit itemized billing statements for reimbursement, not to exceed a total of \$50,000 for the periods of May 1, 2003 through September 30, 2003 and not to exceed a total of \$5,000 for October 1, 2003 through October 15, 2003.

These statements will certify that all services have been provided in accordance with the Cooperative Agreement. Statements will be sent to the Olympic National Forest Headquarters, 1835 Black Lake Blvd. Suite A, Olympia, WA. 98512, Attention: Jay Webster.

The billing statements will be in sufficient detail to allow the Forest Service to verify these expenditures as authorized in section II-A. Each billing will include a certification that the billed services have been performed. Accompanying this section will be "Patrol Logs" identifying the areas and activities patrolled each day. Bills will not be processed for payment without the required "Patrol Log" form.

Availability of funds. Funding in the amount of \$50,000 is currently obligated for performance of this statement through September 30, 2003. The performance of the October 1, 2003 through October 15, 2003, period of services is contingent upon the Forest Service obligating payment for the contract services. It is agreed that there is no legal liability on the part of King County for failing to provide services beyond September 30, 2003 until the funds have been obligated by the Forest Service to pay for such services.

The amount agreed to covers all vehicle expenses. The amount agreed to covers the officer's salary, including any overtime and administration costs. This includes holiday rate pay for Memorial Day, Independence Day, and Labor Day.

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In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

King County

Forest Service

DAVID G. REICHERT
King County Sheriff

Date

John Phipps 5/27/03

JOHN PHIPPS, Forest Supervisor
Mt. Baker-Snoqualmie National
Forest

Date

Thomas J. Lyons 5/16/03

THOMAS J. LYONS
Special Agent in Charge
Pacific Northwest Region

Date