

11436

Attachment A

2002 187

**FINANCIAL AND OPERATING PLAN
FY 2001
COOPERATIVE AGREEMENT
Between
KING COUNTY SHERIFF'S OFFICE
and
USDA FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the King County Sheriff's Department, 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 #COA-78-0605-28-003 executed on October 6, 1978. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning May 1, 2001 and ending October 15, 2001.

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
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:

BRUCE BOOKER, Captain
DAVID WALKER, Captain
JAMES LANG, Sergeant
King County
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 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 Cooperative Law Enforcement Activity report provided by the Forest Service and submit one copy of those daily reports to the Forest Service Law Enforcement Officer at the North Bend Ranger Station.
- 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:

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 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 following Forest Service roads:

All roads on 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. The officer's daily tour of duty will be pre-scheduled between 8:00 a.m. and 12:00 midnight on the following days:

May 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29

June 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

July 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31

August 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 31

September 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30

October 2, 5, 6, 7, 8, 9, 12, 13, 14, 15

The number and timing of patrols during a given week may be adjusted as required by either party with notification to the other party.

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

III. EQUIPMENT:

1. The Forest Service shall loan King County two portable radios and one mobile radio for communication purposes.
2. 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 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, 2001 through September 30, 2001 and not to exceed a total of \$5,000 for October 1, 2001 through October 15, 2001.

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, 2001. The performance of the October 1, 2001 through October 15, 2001, 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, 2001 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 all officer's salary, including any overtime and administration costs. This includes holiday rate pay for Memorial Day, May 27; Independence Day, July 4; Labor Day, September 2; and Columbus Day, October 14, 2001.

The amount agreed to includes patrol hours exceeding 40 hours per week and is in response to requests by the designated representative or alternate representative.

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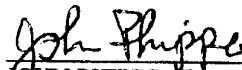
In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.



DAVID G. REICHERT, Sheriff
King County

9-20-01

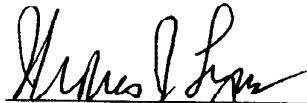
Date



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

10/11/01

Date




THOMAS J. LYONS, Special Agent in Charge
Pacific Northwest Region

5/14/01

Date

RON SIMS
King County Executive

Date



Sr. Deputy Prosecuting Attorney's Office

6/15/01

Date