

FS Agreement No. 18-LE-11060600-004

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between**  
**Multnomah County**  
**And The**  
**USDA, FOREST SERVICE**  
**Columbia River Gorge National Scenic Area and**  
**Mt. Hood National Forest**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Multnomah County, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Columbia River National Scenic Area and the 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 Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

**Title:** Multnomah County Cooperative Law Enforcement Agreement

**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 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 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 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 <sup>other</sup> requirements of all other Federal laws, Executive Orders, regulations, and policies. c.c. 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](http://www.sam.gov).

- L. Assist and backup the U.S. Forest Service within manpower capabilities in performing their enforcement duties at no cost to the U.S. Forest Service. This may include the need for additional deputies to respond to unforeseen emergency situations.

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

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse 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 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: asc\_ga@fs.fed.us

**Send copy to:**

Mark Camisa, Patrol Captain  
U.S. Forest Service  
Gifford Pinchot National Forest  
501 E 5<sup>th</sup> Street Bldg. 404  
Vancouver, WA 98661  
Phone: 360-891-5132  
E-Mail: mcamisa@fs.fed.us

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Monte Reiser, Commander Address: 234 SW Kendall Ave City, State, Zip: Troutdale, OR 97060 Telephone: 503-988-0352 FAX: 503-669-0875 Email: <a href="mailto:monte.reiser@mcsso.us">monte.reiser@mcsso.us</a>	Name: Jason Gates, Chief Deputy Address: 234 SW Kendall Ave City, State, Zip: Troutdale, OR 97060 Telephone: 503-988-0498 FAX: 503-669-0875 Email: <a href="mailto:jason.gates@mcsso.us">jason.gates@mcsso.us</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Captain Mark Camisa Address: 501 E 5 <sup>th</sup> Street, Bldg. 404 City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5132 Email: <a href="mailto:mcamisa@fs.fed.us">mcamisa@fs.fed.us</a>	Name: Sandy Hoffman Address: 501 E 5 <sup>th</sup> Street, Bldg. 404 City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5273 Email: <a href="mailto:shoffman@fs.fed.us">shoffman@fs.fed.us</a>
	<b>U.S. Forest Service Agreement Contact</b> Name: Jessica Clark Address: 501 E 5 <sup>th</sup> Street, Bldg. 404 City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5168 Email: <a href="mailto:jessicaaclark@fs.fed.us">jessicaaclark@fs.fed.us</a>

- 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 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 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 Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by 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. 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 Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by 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 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; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to 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 Cooperator using any Federal funding. Upon expiration of this agreement 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 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 Cooperator in excess of the amount to which 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 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 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, 2022.
- 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.



MICHAEL REESE, Sheriff  
Multnomah County

Date

  
County Counsel for Multnomah County

2/26/2018

Date

County Chair for Multnomah County

Date

LISA A. NORTHROP, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

LYNN BURDITT, Area Manager  
U.S. Forest Service, Columbia River Gorge National  
Scenic Area

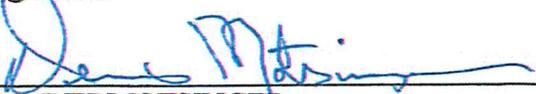
Date

  
MICHAEL L. LOUDERMILK  
U.S. Forest Service Special Agent in Charge  
Pacific Northwest Region

2/7/2018

Date

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

  
DENNIS MOTSINGER  
U.S. Forest Service Grants Management Specialist

2-5-2018

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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



FS Agreement No. 18-LE-11060600-004  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between**

**Multnomah County**

**And the**

**USDA, FOREST SERVICE**

**Columbia River Gorge National Scenic Area and**

**Mt. Hood National Forest**

**2018 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Multnomah County, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Columbia River Gorge National Scenic Area and Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement No. 18-LE-11060300-004 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 February 1, 2018 and ending December 31, 2018.

Previous Year Carry-over: N/A  
Current FY2018 Year Obligation: \$30,360.00  
FY2018 Total Annual Operating Plan: \$30,360.00

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Monte Riser, Commander Address: 234 SW Kendall Ave City, State, Zip: Troutdale, OR 97060 Telephone: 503-988-0352 FAX: 503-669-0875 Email: monte.reiser@mcsos.us	Name: Jason Gates, Chief Deputy Address: 234 SW Kendall Ave City, State, Zip: Troutdale, OR 97060 Telephone: 503-988-0498 FAX: 503-669-0875 Email: jason.gates@mcsos.us



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Captain Mark Camisa Address: 501 E 5 <sup>th</sup> Street #404 City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5132 Email: mcamisa@fs.fed.us	Name: Sandy Hoffman Address: 501 E 5 <sup>th</sup> Street #404 City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5273 Email: shoffman@fs.fed.us

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

**February 1, 2018 – June 30, 2018**

Wages at the prevailing rate;

Deputy - \$63.96 hour straight time, and \$84.72/hour overtime;

Sergeant - \$79.72/hour straight time, and \$108.54/hour overtime

*July 1, 2018*

*cc.* **June 30, 2018 – December 31, 2018**

Deputy - \$66.13/hour straight time, and \$87.60/hour overtime;

Sergeant - \$82.43/hour straight time, and \$112.23/hour overtime

**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.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 28, 2018, July 4, 2018 and September 3, 2018. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

There are patrol-related activities which will impact the Cooperating Deputy's time and will cause him/her to be away from the patrol route (court, reports or responding to



incident off National Forest). No adjustment to this plan will be required so long as the activities are held to not more than 5 percent of the Deputy's scheduled time.

During scheduled vacations the Cooperator, when possible, will provide fill-in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

- B. Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.
1. Patrol on following U.S. Forest Service roads:

The patrol will begin near Troutdale, Oregon and will include National Forest lands and roads, north and south of the Scenic Highway and to the Multnomah County line at Eagle Creek.

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

Wahkeena Falls, trailhead and picnic area; Multnomah Falls, vistas and parking areas; Oneonta trailhead and parking area; Horsetail Falls, trailhead and parking area; Eagle Creek trailhead, picnic area and campground; Larch Mt. parking and picnic area, Sandy River Delta trailhead and parking area, and Camp "A: Loop; Wahclella Falls trailhead; and dispersed sites along Tanner Creek road.

- C. Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.
- D. The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when beginning their tour of duty, in person, by radio or telephone.
- E. Search and rescue within the Mt. Hood National Forest within Multnomah County, is the responsibility of the Multnomah County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of: \$30,360.00

### III. EQUIPMENT:

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



- A. The Forest Service agrees to reimburse Multnomah County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Multnomah County equipment as needed, when mutually agreed. While in possession of Multnomah County, 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.

#### 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 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 of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the 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 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.

#### C. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

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

#### V. BILLING 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  
Payment-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109  
FAX: 1-877-687-4894  
Email: asc\_ga@fs.fed.us

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 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  
 Southwest Washington Zone  
 ATTN: Mark Camisa, Captain  
 501 E 5<sup>th</sup> Street #404  
 Vancouver, WA 98661  
 Email: [mcamisa@fs.fed.us](mailto:mcamisa@fs.fed.us)

- B. Reimbursement of services provided under Section IV-B-1 and IV-B-3 of this agreement, shall be made at the rates specified in Section I-B.
- C. For reimbursement of services provided under Section IV-B-2 of this agreement the following billing procedures will be used.

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

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

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

Category	Estimated Costs	Not to Exceed
Patrol Activities	\$0	\$30,360.00
Equipment	\$0	\$1,000.00 (from Patrol Activities amount)
Special Enforcement Situations	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$30,360.00</b>

- E. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal 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-D.*



VI. 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.

\_\_\_\_\_  
MICHAEL REESE, Sheriff  
Multnomah County  
Date

*Paul Calandrello*  
\_\_\_\_\_  
County Counsel for Multnomah County  
Date 2/26/18

\_\_\_\_\_  
County CHAIR for Multnomah County

\_\_\_\_\_  
LISA A. NORTHROP, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest  
Date

\_\_\_\_\_  
LYNN BURDITT, Area Manager  
U.S. Forest Service, Columbia River Gorge National  
Scenic Area  
Date

*Michael L. Loudermilk*  
\_\_\_\_\_  
MICHAEL L. LOUDERMILK  
U.S. Forest Service, Special Agent in Charge  
Pacific Northwest Region  
Date 2/7/2018

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

*Dennis Motsinger*  
\_\_\_\_\_  
DENNIS MOTSINGER  
U.S. Forest Service, Grants Management Specialist  
Date 2-5-2018

**Burden Statement**

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