

Cooperative Agreement # 06-LE-11060600-775
COOPERATIVE AGREEMENT
between the
MULTNOMAH COUNTY SHERIFF'S DEPARTMENT
and the
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
And
MT. HOOD NATIONAL FOREST

This Cooperative Agreement is entered into by and between the Multnomah County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Forest Service, Columbia River Gorge National Scenic Area and the Mt. Hood National Forest, hereinafter referred to as 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 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 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 attached as Exhibit A. *See related Provision IV-D.*
- B. 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, handicap, 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.
- C. 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.
- D. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- E. Advise law enforcement personnel with the Forest Service of any suspected criminal activities on or immediately adjacent to NFS lands. Provide the Forest Service with case reports and timely information relating to incidents or crimes that have occurred on NFS lands.

F. Upon the request of the Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.

G. Furnish their tax identification number upon execution of this agreement. Multnomah County Sheriff's Department's TIN is: 936002309 A.

H. Bill the Forest Service for its share of 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 Provision III-B.*

I. The Cooperator will 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.

J. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. 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. All records pertinent to the award shall be retained for a period of 3 years.

III. THE FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for the Forest Service's share of actual expenses incurred, not to exceed the amount shown in the Operating Plan. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each correct invoice shall display the Forest Service's share of the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less other Federal cash contributions and previous Forest Service payments. *See related Provision II-H.* The invoice should be forwarded as follows:

1. Send the original to:

*USDA Forest Service
Albuquerque Service Center
Payments – Grants and Agreements
101B Sun Avenue NE
Albuquerque, NM 87109*

2. Send a photocopy to:

*Andrew Coriell
Patrol Captain
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
(503) 668-1789*

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary (1) to provide for continuing consultation, exchange of information, aid in training, and mutual support; (2) to discuss the conditions covered by this agreement; and (3) to agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Brett Elliott
Captain
Multnomah County
12240 NE Glisan St.
Portland, OR 97230
(503) 255-3600

Andrew Coriell
Patrol Captain
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
(503) 668-1789

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.

D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
2. Specific beginning and ending dates.
3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
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 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. Reimbursement of Cooperator's expenses shall only be in connection with activities on or in connection with NFS lands beyond those that 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.

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. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws on NFS lands. Reimbursement is available if the State Conservation Agency has responsibility for public protection in addition to their normal enforcement responsibilities.

N. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this agreement and modifications thereto.

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O. This agreement will be governed by OMB Circular No. A-87, Cost Principles for State, Local and Indian Tribal Governments, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

P. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a 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 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.

Q. 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.

R. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

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. This instrument is executed as of the date of last signature and is effective through September 30, 2011 at which time it will expire unless extended.

Execution of this agreement terminates Cooperative Law Enforcement Agreement No. 01-LE 11060600-498 executed between the parties on June 12, 2001.

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By signature below, the parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

The authority and format of this agreement have been reviewed and approved as to form.

/s/ *Ronald E. Boehm*

RON BOEHM, Grants and Agreements Specialist

05/17/2006

Date

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

Bernie Giusto by pm

DAN NOELLE, Sheriff
Multnomah County

Bernie Giusto, Sheriff

06-19-06

Date

County Counsel for Multnomah County

Date

GARY L. LARSEN, Forest Supervisor
Mt. Hood National Forest

Date

DANIEL T. HARKENRIDER, Area Manager
Columbia River Gorge National Scenic Area

Date

Thomas J. Lyons

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

6/13/06

Date