



FS Agreement No. 16-LE-11030420-006

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
CITY OF FLAGSTAFF, POLICE DEPARTMENT
And The
USDA, FOREST SERVICE
COCONINO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between The City of Flagstaff, Police Department, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino 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 City has/have a limited amount of financing to meet their responsibility of enforcing these laws.

The City has monitored the U.S. Forest Service radio communications year-round for emergency or assistance required for the past 10 years. Both agencies wish to continue this cooperative working relationship.

Title: 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 The City 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 City 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 City'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.



- L. Monitor the U.S. Forest Service radio communications during the following time period(s): for any emergency or assistance required between the dates of last signature on the agreement and the performance period listed in the current Annual Operating Plan. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of The City.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse The City 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 U.S. Forest Service agreement number 16-LE-11030420-006 and The City’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:

Emily Stoddard
 U.S. Forest Service
 Coconino National Forest
 1824 S. Thompson St.
 Flagstaff, AZ 86001
 Phone: 928-527-3477
 E-Mail: emilystoddard@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:

Cooperator Program Contact	Cooperator Administrative Contact
Kevin Treadway, Chief City of Flagstaff, Police Department 911 Sawmill Road Flagstaff, AZ 86001 Phone: 928-556-2309 FAX: 928-213-3372 E-Mail: ktreadway@coconino.az.gov	Irene Hunkler, Communications Manager City of Flagstaff, Police Department 911 Sawmill Road Flagstaff, AZ 86001 Phone: 928-213-3373 FAX: 928-213-3372 E-Mail: ihunkler@coconino.az.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jon Nelson, Patrol Captain, NAZ Zone Coconino National Forest, Supervisor's Ofc. 1824 S. Thompson S. Flagstaff, AZ 86001 Phone: 928-527-3509 FAX: 928-527-3620 Email: jnelson01@fs.fed.us	Emily Stoddard, Grant Mgmt. Specialist Coconino National Forest, Supervisor's Ofc. 1824 S. Thompson S. Flagstaff, AZ 86001 Phone: 928-527-3477 FAX: 928-527-3620 Email: emilystoddard@fs.fed.us

- 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 City'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 City performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of The City. Law enforcement provided by The City 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 City'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 City for only the additional activities requested and not for activities that are regularly performed by The City.
- K. Reimbursement may include the costs incurred by The City 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 City 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 City shall ensure adequate safeguards and controls exist to protect loss or theft. The City shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The City is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest



Service has reimbursed The City for and/or transferred to The City 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 City using any Federal funding. Upon expiration of this agreement The City 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 City'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 City in excess of the amount to which The City 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 City.
 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. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If The City is/are approved to issue a contract, it shall be awarded on a competitive basis.
- S. This agreement in no way restricts the U.S. Forest Service or The City 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, 2020.
- 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.



Jerry Nabours

JERRY NABOURS, Mayor
City of Flagstaff

9.15.16

Date

Kevin Treadway

KEVIN TREADWAY, Chief of Police
City of Flagstaff, Police Department

9/16/16

Date

Attest:

Elizabeth Burke

ELIZABETH BURKE, City Clerk
City of Flagstaff

9.15.16

Date

Approved by:

Marianne Sullivan

MARIANNE SULLIVAN, Senior Assistant to the Attorney
City of Flagstaff

9/14/2016

Date

LAURA JO WEST, Forest Supervisor
U.S. Forest Service, Coconino National Forest

Date

ROBIN POAGUE
Special Agent in Charge, Region 3

Date

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

EMILY STODDARD
U.S. Forest Service Grants Management Specialist

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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.



FS Agreement No. 16-LE-11030420-006
Cooperator Agreement No. _____

EXHIBIT A

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

**Between The
CITY OF FLAGSTAFF, POLICE DEPARTMENT
And the
USDA, FOREST SERVICE
COCONINO NATIONAL FOREST**

2016 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between The City of Flagstaff, Police Department, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11030420-006, executed on _____. 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 and ending December 31.

Previous Year Carry-over: \$0.00
Current Calendar Year Obligation: \$5,000.00
CY2016 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
Kevin Treadway, Chief City of Flagstaff, Police Department 911 Sawmill Road Flagstaff, AZ 86001 Phone: 928-556-2309 FAX: 928-213-3372 E-Mail: ktreadway@coconino.az.gov	Irene Hunkler, Communications Manager City of Flagstaff, Police Department 911 Sawmill Road Flagstaff, AZ 86001 Phone: 928-213-3373 FAX: 928-213-3372 E-Mail: ihunkler@coconino.az.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jon Nelson, Patrol Captain, NAZ Zone Coconino National Forest, Supervisor's Ofc. 1824 S. Thompson S. Flagstaff, AZ 86001 Phone: 928-527-3509 FAX: 928-527-3620 Email: jnelson01@fs.fed.us	Emily Stoddard, Grant Mgmt. Specialist Coconino National Forest, Supervisor's Ofc. 1824 S. Thompson S. Flagstaff, AZ 86001 Phone: 928-527-3477 FAX: 928-527-3620 Email: emilycstoddard@fs.fed.us

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

Dispatch Services:

To be billed as a **lump sum** for personnel expenses paid at the following rate:

- No mileage authorized
- No per diem authorized
- Regular wages at the rate of \$47.00 per hour, which includes any fringe benefits

Special Enforcement Activities:

- Mileage authorized at \$0.54 per mile
- No per diem authorized
- Regular wages: maximum rate not to exceed \$47.00 per hour, including any fringe benefits.
- Overtime wages: maximum rate not to exceed \$66.00 per hour, including any fringe benefits.

II. DISPATCH ACTIVITIES:

NOTE: ONLY Radio dispatch services are authorized and funded for CY2016.

A. Time schedules for dispatch services will be flexible to allow for emergencies, other priorities, and day-to-day needs of both The City and the U.S. Forest Service. The U.S. Forest Service will follow all standards and protocols set by The City Communications Center for dispatch services.

B. Radio dispatch activities will include:

1. Officer status checks as requested
2. Registered vehicle and owner information
3. Driver's license information
4. Wants and warrant checks
5. Calls for assistance or service (agency notifications, tow trucks, locksmith, etc.).
6. Hard copy information as requested

Note that the reporting for dispatch services does not include Uniform Crime Reporting as the City does not respond to the calls, but only passes the information



through its dispatch center. UCR Reporting will be done by the U.S. Forest Service or its other law enforcement partners.

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 City 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 his/her designated representative. Reimbursement shall be made at the rates specified in Section I-B. Officers assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, The City agrees to provide special services beyond those provided under Section II-A, within The City's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The City 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 his/her designated representative, an official from the Incident Management Team managing the incident, City personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System (NFS) lands during extreme fire conditions will become effective and reimbursable only when:

- 1) the U.S. Forest Service specifically requests assistance through the U.S. Forest Service Dispatch or Expanded Dispatch Office;
- 2) a Resource Order is provided; and
- 3) The City Communications Center is notified of the request.



Note: Initial attack responses without a Resource Order by the U.S. Forest Service are **not** reimbursable.

Upon request and concurrence by The City:

The City shall:

- a. Provide the U.S. Forest Service fully-equipped Officers who meet the standards of training as listed in the Cooperative Law Enforcement Agreement (16-LE-11030420-006), Provisions II-B and II-C, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by The City and will be covered under Special Enforcement Situations. The Officers will continue to work under the direction of The City. The Officers will coordinate their patrol activities with the Patrol Captain, or his/her designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific fire severity or fire suppression situation. All Officers assigned to a fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Officers requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures by the U.S. Forest Service for fire severity or fire suppression situation services requested by the U.S. Forest Service, to the contacts below:

Jon Nelson, Patrol Captain, NAZ Zone
Coconino National Forest, Supervisor's Office
1824 S. Thompson St.
Flagstaff, AZ 86001
Email: jnelson01@fs.fed.us

Emily Stoddard, Grants Management Specialist
Coconino National Forest, Supervisor's Office
1824 S. Thompson St.
Flagstaff, AZ 86001
Email: emilystoddard@fs.fed.us

The Patrol Captain will review and approve the invoice and forward the invoice and support documentation to Incident Finance for payment.

Invoice/Bill requests will include the following information:

- i. Cooperator name, address, phone number, and agency financial contact;



- ii. Invoice or Bill number;
- iii. Resource Order number(s);
- iv. Appropriate incident numbers (State code or U.S. Forest Service S- or P-code and override);
- v. Cooperative Law Enforcement Agreement number: 16-LE-11030420-006;
- vi. Dates of the incident covered by the Invoice/Bill; and
- vii. Location and jurisdictional unit of the incident.

Summary Cost data for the amount being Invoiced/Billed:

Use incident-generated cost reports generated by the Agency to support the Invoice/Bill whenever possible. Summary cost data may include, but is not limited to, a list of personnel expenses, including base, overtime, travel, and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to The City to provide fully-equipped Officers, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to The City Dispatch Office/Communications Center, including specific information on numbers of Officers needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-Code) or fire suppression (P-code) for invoice/billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to The City by the U.S. Forest Service Dispatch Coordinator.
 - b. Post each Officer's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by The City.
 - c. Reimburse The City for requested fire severity or fire suppression situation services that are provided and covered under this Section, at the rates as per Section I, Paragraph B above.
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 the 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. Officers 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 City will be reimbursed for authorized and approved expenditures on a quarterly basis.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Radio Dispatch Services	\$5,000.00	N/A
Training	\$0.00	N/A
Equipment	\$0.00	N/A
Special Enforcement Situations	TBD	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.*

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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