

FS Agreement No. 22-LE-11061000-002

Cooperator Agreement No. _____

6129

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
CURRY, COUNTY OF
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION LAW ENFORCEMENT & INVESTIGATIONS (LEI)
And The
ROGUE RIVER-SISKIYOU NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Curry, County of, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Pacific Northwest Region LEI, and the Rogue River-Siskiyou 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.

This Cooperative Law Enforcement Agreement supersedes Forest Service Agreement #17-LE-11061000-012 (Agreement) and any annual operating plans executed under the Agreement, as these previous agreement(s) expire.

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: COOPERATIVE LAW ENFORCEMENT

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.*

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Renee Kolen, County Clerk
Commissioners' Journal
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- 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 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. See attached Annual Operating and Financial Plan.

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: SM.FS.asc_ga@usda.gov

Send copy to:

Captain Jay Norris
Southwest Oregon Zone LEI
U.S. Forest Service
3040 Biddle Road
Medford, OR 97504-4119
Telephone: (541) 618-2151
FAX: (541) 618-2140
E-Mail: justin.norris@usda.gov

C. See attached Annual Operating and Financial Plan.

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
John Ward, Sheriff Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9702 Telephone: (541) 247-3221 FAX: (541) 247-6893 Email: Wardj@co.curry.or.us	Synthia Westerman, Executive Admin Asst Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9702 Telephone: (541) 247-3322 FAX: (541) 247-6893 Email: Westermans@co.curry.or.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jay Norris, Patrol Captain Southwest Oregon Zone LEI 3040 Biddle Road Medford, OR 97504-4119 Telephone: (541) 618-2152 FAX: (541) 618-2140 Email: justin.norris@usda.gov	Lana Cruz Grants Management Specialist 3040 Biddle Road Medford, OR 97504-4119 Telephone: (541) 618-2019 Email: lana.cruz@usda.gov
U.S. Forest Service Administrative Contact for LEI	
Lisa Fecteau, Program Assistant Southwest Oregon Zone LEI 3040 Biddle Road Medford, OR 97504-4119 Telephone: (541) 618-2150 FAX: (541) 618-2140 Email: lisa.fecteau@usda.gov	

- 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. The 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. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The 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.



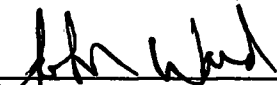
(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(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

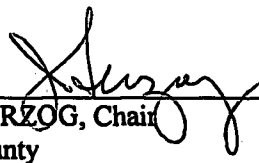
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- S. 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 Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- T. 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.
- U. 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.
- V. 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).
- W. 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, 2026.
- X. 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.

**CURRY COUNTY:**


JOHN WARD, Sheriff
Curry County

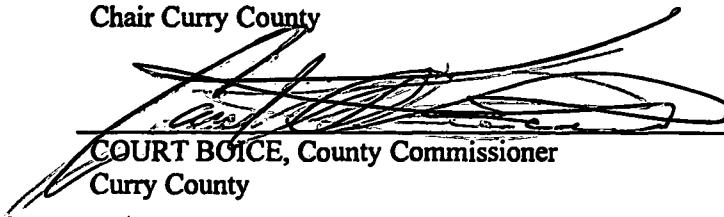
3-16-22
Date


JOHN HERZOG, Chair
Curry County

3-16-2022
Date


CHRIS PAASCH, Vice-
Chair Curry County

3-16-2022
Date


COURT BOICE, County Commissioner
Curry County

3-16-22
Date

U.S. FOREST SERVICE

C CORIELL
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CORIELL
Date: 2022.01.20
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JOHN BYAS, Special Agent in Charge
Pacific Northwest Region

Date

MERV GEORGE
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GEORGE
Date: 2022.03.21 10:55:47
-07'00'

MERV GEORGE JR., Forest Supervisor
Rogue River-Siskiyou National Forest



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

DEBRA MACLEAN ^{Digitally signed by DEBRA MACLEAN}
Date: 2022.01.12 18:05:31 -08'00'

01/12/2022

DEBRA MACLEAN (22-LE-11061000-002)
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.

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, audiotope, 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. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 22-LE-11061000-002
Cooperator Agreement No. _____**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between
CURRY, COUNTY OF
And the
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION LAW ENFORCEMENT & INVESTIGATIONS (LEI)
And The
ROGUE RIVER-SISKIYOU NATIONAL FOREST**

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Curry, County Of, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Pacific Northwest Region Law Enforcement & Investigation and the Rogue River-Siskiyou National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #22-LE-11061000-002 executed on 03/21/2022. 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, 2022 and ending December 31, 2022.

Previous Year Carry-over: \$0.00

Current Calendar Year Obligation: \$37,840.00

CY2022 Total Annual Operating Plan: \$37,840.00

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
John Ward, Sheriff Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9706 Telephone: (541) 247-3221 FAX: (541) 247-6893 Email: Wardj@co.curry.or.us	Synthia Westerman, Executive Admin Asst Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9706 Telephone: (541) 247-3322 FAX: (541) 247-6893 Email: Westermans@co.curry.or.us

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jay Norris, Patrol Captain Southwest Oregon Zone LEI U.S. Forest Service 3040 Biddle Road Medford, OR 97504-4119 Telephone: (541) 618-2151 FAX: (541) 618-2140 Email: justin.norris@usda.gov	Lana Cruz Grants Management Specialist 3040 Biddle Road Medford, OR 97504-4119 Telephone: (541) 618-2019 Email: lana.cruz@usda.gov
U.S. Forest Service Administrative Contact for LEI	
Lisa Fecteau, Program Assistant Southwest Oregon Zone LEI U.S. Forest Service 3040 Biddle Road Medford, OR 97504-4119 Telephone: (541) 618-2150 FAX: (541) 618-2140 Email: lisa.fecteau@usda.gov	

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

RATE	DESCRIPTION
NTE \$54.65/hr	Senior patrol deputy wage rate (base + fringe) for actually incurred services
NTE \$81.98/hr	Senior patrol deputy overtime for actually incurred services
NTE \$1,500/year	Miscellaneous supplies authorized by the U.S. Forest Service in advance (see Provision IV).
\$0.575/mile	For actual miles patrolled

NTE \$1,500/year Miscellaneous supplies authorized by the U.S. Forest Service in advance (see Provision IV).

This Annual Operating Plan does not obligate the Cooperator to perform enforcement activities above and beyond that which the U.S. Forest Service is able to reimburse the Cooperator for; and the total reimbursement amount from the U.S. Forest Service to the Cooperator may not exceed the total available funds obligated through the life of the Cooperative Law Enforcement Agreement and subsequent Annual Operating Plans.



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.

1. Patrol on following U.S. Forest Service roads:

Area "A" – Powers Ranger District

Forest Road (FR) #5325 from the Forest boundary to Laird Lake:

- (1) Heavy use along Elk River
- (2) McGribble Campground FR #5502
- (3) Panther Creek Campground
- (4) Butler Bar Campground
- (5) Laird Lake Campground

Area "B" – Chetco Ranger District

North Bank Chetco River Road, FR #1376 with primary focus on Miller Bar, Nook Bar, Redwood Bar/Campground and Upper and Lower South Fork Gravel Bar/Campground.

FR #1107 to Winchuck Campground and Day Use Area, and FR #1108 to Ludlum House, Chimney Camp and Fourth of July Creek dispersed campground.

Area "C" – Gold Beach Ranger District

Patrol along the Agness Road, FR #3300 with primary focus at Lobster Creek Campground/Gravel Bar, Quosatana Campground/Gravel Bar, Oak Flat Dispersed Campground/Gravel Bar and Foster Bar Campground/Gravel Bar.

Area "D" – Federal Waterways

Patrol along the following waterways, including, but not limited to: Rogue River, Winchuck River, Chetco River, Hunter Creek, Pistol River, Elk River, Sixes River.

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

See Areas A, B, C and D under item 1.

Areas of patrol may be overlapping. Each patrol should average four hours in length. Patrol time should average a minimum of eight hours over two days per week. During peak summer recreation periods, patrol time may increase up to 40 hours weekly. The



deputy should patrol each area at least once a week, weather permitting. Patrol should be made on random schedules with emphasis on weekends, particularly during the summer, and hunting and fishing seasons. Patrol schedules should be coordinated with the U.S. Forest Service.

Patrol of all areas shall be made on randomly selected days including weekends, evenings and holidays. The deputy's weekly patrol and general work schedule will be directed by the Cooperator and will conform and comply with the terms of the agreement. The parties mutually agree to:

1. Ensure deputy(s) availability for other support and assistance as requested.
2. Dispatch additional deputy(s), within manpower capabilities, when requested by the U.S. Forest Service to unforeseen or emergency situations, or to support U.S. Forest Service Officers.
3. Ensure that overtime worked by the deputy will be coordinated with the Cooperator and the U.S. Forest Service in advance, excepting exigent circumstances.
4. Ensure that work performed by the deputy outside the intent of the Agreement, including Cooperator directed overtime that exceeds 10% of scheduled hours worked per month, will be the obligation of the Cooperator.

Total reimbursement for this category shall not exceed the amount of: \$36,340.00. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$37,840.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

\$0.00

Total reimbursement for this category shall not exceed the amount of: \$0.00

IV. SUPPLIES:

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

Not to exceed \$1,500.00 for miscellaneous supplies authorized by the U.S. Forest Service in advance. Equipment is defined as having a fair market value of \$5,000.00 or more per unit and a useful life of over one year. Only items meeting this definition shall be subject to the pro-rata-share, documentation, and transfer requirements discussed in the *Cooperative Law Enforcement Agreement Provisions IV-K and IV-L* for equipment. Supplies are those items that are not equipment and may be reimbursed in full (100%).

Anticipated Equipment purchase/lease items: \$0.00

Anticipated supply purchase(s): up to \$1,500.00 for miscellaneous supplies.



Total reimbursement for this category shall not exceed the amount of: \$1,500.00.

¹Funds not used for supplies may be used for patrol activities. (See Provision I-B).

V. 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 Provision 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 Provision I-B. Deputies 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 Cooperator agrees to provide special services beyond those provided under Provision 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 rates specified in Provision I-B; the U.S. 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 in accordance with the Interagency Incident Handbook.
 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 U.S. Forest Service representative listed in Provision I-A for requested services of this nature, reimbursement shall be made at the rates specified in Provision I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

**VI. BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Invoices. Cooperator will submit monthly invoices to the U.S. Forest Service for reimbursement of services provided under this operating plan (includes drug enforcement and group gatherings). Invoices shall be printed on the Cooperator's department letterhead and be submitted to the addresses as shown below.

Invoices shall include the following:

1. Date of invoice
2. Operating Plan reference number 22-LE-11061000-002
3. Actual dates of services (from MM/DD/YY to MM/DD/YY)
4. Description of services (hours worked x rate/hour; miles x rate/mile)
5. Total amount billed to the U.S. Forest Service
6. Other supporting documentation such as activity reports with dates of service, areas patrolled, and miles traveled
7. Signature from Sheriff, or other authorized representative, certifying that services have been performed as described on the invoice and related supporting documentation.

(Invoices are separate from the U.S. Forest Service Form FS-5300-5 Cooperative Law Enforcement Activity Report, which is required from the Cooperator annually as per Provision II-F of the Cooperative Law Enforcement Agreement).

The Invoice shall be forwarded to ASC for payment as follows:

USDA Forest Service
ASC Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109
SM.FS.asc_ga@usda.gov

Invoices may also be faxed to 1-877-687-4894. Address FAX coversheets to:

USDA Forest Service
ASC Payments-Grants and Agreements

Send a copy of the Invoice and Supporting Documentation to:

Lisa Fecteau, Program Assistant
Southwest Oregon Zone LEI
3040 Biddle Road
Medford, OR 97504-4119
Telephone: (541) 618-2150
FAX: (541) 618-2140
Email: lisa.fecteau@usda.gov



B. For reimbursement of fire emergency services provided under Provision V.B.2., the following billing procedure will be used:

1. Incident Management personnel will gather all required billing documentation as stated in Provision VI-A and upon concurrence with the Cooperator, submit the packet to the Forest Incident Business Specialist.
2. The Cooperator will submit invoices for reimbursement for services provided under Provision IV.B.2. of this agreement no later than 30 days after the completion of this service or incident to the following address:

USDA Forest Service
ASC – Incident Finance
Payments- Cooperative Agreements
101B Sun Ave NE
Albuquerque, NM 87109
SM.FS.asc_coop@usda.gov

Invoices may also be faxed to 1-877-687-4894. Address FAX coversheets to:

USDA Forest Service
ASC – Incident Finance
Payments-Cooperative Agreements

Send a copy of the Invoice and Supporting Documentation to:

Michelle Stephens
3040 Biddle Road
Medford, OR 97504-4119
Telephone: (541) 618-2103
Email: michelle.stephens@usda.gov

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

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$36,340.00	N/A
Training	N/A	N/A
Equipment	\$1,500.00	N/A
Special Enforcement Situations	TBD	N/A
Total	\$37,840.00	N/A

- D. 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 deobligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-C.**



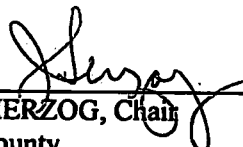
- E. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

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

CURRY COUNTY:



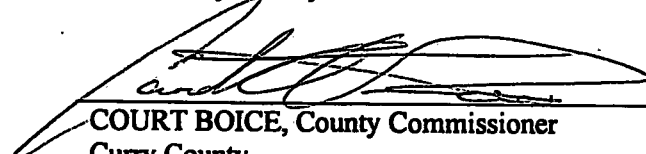
JOHN WARD, Sheriff
Curry County
3-16-22
Date



JOHN HERZOG, Chair
Curry County
3-16-2022
Date



CHRIS PAASCH, Vice-
Chair Curry County
3-18-22
Date



COURT BOICE, County Commissioner
Curry County
3-17-22
Date

U.S. FOREST SERVICE

Digitally signed by C
CORIELL
Date: 2022.01.21
14:09:08 -0800

JOHN BYAS, Special Agent in Charge
Pacific Northwest Region
Date

Digitally signed by MERV
GEORGE
Date: 2022.03.21 10:56:29
-0700

MERV GEORGE JR., Forest Supervisor
Rogue River-Siskiyou National Forest



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

DEBRA MACLEANDigitally signed by DEBRA
MACLEAN
Date: 2022.01.12 18:06:22 -08'00'

01/12/2022

DEBRA MACLEAN (22-LE-11061000-002)
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.

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