

FS Agreement No. 21-LE-11041700-005

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
WASHOE COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Washoe County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Humboldt-Toiyabe 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: Cooperative Law Agreement with Washoe County

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 Financial and 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 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 Operating Plan. Billing frequency will be as specified in the 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.

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

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the 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 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:

Donald E. Harris
U.S. Forest Service
Law Enforcement Patrol Captain
1200 Franklin Way
Sparks, NV 89431
Phone: (775) 355-5327
E-Mail: donald.e.harris@usda.gov

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
Darin Balaam, Sheriff Washoe County Sheriff's Department 911 Parr Blvd. Reno, NV 894512 Telephone: (775) 328-3002 FAX: (775) 325-6461 Email: Dbalaam@washoecounty.us	John Hamilton, Sergeant Washoe County Sheriff's Department 911 Parr Blvd. Reno, NV 894512 Telephone: (775) 328-2114 FAX: (775) 325-6461 Email: jhamilton@washoecounty.us

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Donald Harris Law Enforcement Patrol Captain Humboldt-Toiyabe National Forest 1200 Franklin Way Sparks, NV 89431 Telephone: (775) 355-5327 Email: donald.e.harris@usda.gov	Ragan Hall R4 LE&I Administrative Assistant Intermountain Region 324 25 th Street Ogden, UT 84401 Telephone: (801)-625-5780 Email: ragan.hall@usda.gov
U.S. Forest Service Grants and Agreement Contact	
Mallory Munz Grants Management Specialist Southwest ID & NV Acquisition Center 1249 S. Vinnell Way, Suite 200 Boise, ID 83709 Telephone: (208) 373-4289 Email: mallory.munz@usda.gov	

- C. An Operating Plan will be negotiated on a fiscal 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 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-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 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 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 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 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



Operating Plan unless approved by all parties in the agreement and shown in the 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 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 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 through **December 31, 2024.**
- 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.

DARIN BALAAM, Sheriff
Washoe County Sheriff's Department

10/1/20

Date

JON
STANSFIELDDigitally signed by JON STANSFIELD
Date: 2021.01.07 09:37:20 -0800WILLIAM A. DUNKELBERGR, Forest Supervisor
U.S. Forest Service, Humboldt-Toiyabe National Forest

Date

SCOTT
HARRISDigitally signed by
SCOTT HARRIS
Date: 2021.01.08
10:21:10 -07'00'SCOTT HARRIS
Special Agent in Charge, Region 4

Date

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

Digitally signed by
AARON STOUT
Date: 2020.10.01
13:17:46 -07'00'AARON STOUT
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. 21-LE-11041700-005

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
WASHOE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

OPERATING AND FINANCIAL PLAN

This Operating and Financial Plan, is hereby made and entered into by and between the Washoe County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #21-LE-11041700-005 executed on January 8, 2021. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning on the last date of signature and ending December 31, 2024 unless modified during the annual review.

Operating Plan: FY21 Funding of \$13,000.00

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
Darin Balaam, Sheriff Washoe County Sheriff's Department 911 Parr Blvd. Reno, NV 894512 Telephone: (775) 328-3002 FAX: (775) 325-6461 Email: Dbalaam@washoecounty.us	John Hamilton, Sergeant Washoe County Sheriff's Department 911 Parr Blvd. Reno, NV 894512 Telephone: (775) 328-2114 FAX: (775) 325-6461 Email: jhamilton@washoecounty.us

Principal U.S. Forest Service Contacts:



U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Donald Harris Law Enforcement Patrol Captain Humboldt-Toiyabe National Forest 1200 Franklin Way Sparks, NV 89431 Telephone: (775) 355-5327 Email: donald.e.harris@usda.gov	Ragan Hall R4 LE&I Administrative Assistant Intermountain Region 324 25 th Street Ogden, UT 84401 Telephone: (801)-625-5780 Email: ragan.hall@usda.gov
U.S. Forest Service Grants and Agreement Contact	
Mallory Munz Grants Management Specialist Southwest ID & NV Acquisition Center 1249 S. Vinnell Way, Suite 200 Boise, ID 83709 Telephone: (208) 373-4289 Email: mallory.munz@usda.gov	

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

Vehicle Cost at \$22.00/hour patrolled
The below rate(s) do include benefits:
Wages at the prevailing rate is \$68.00/hour
Overtime wages for an individual officer at the prevailing rate of \$80.00/hour

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:
 - a. Forest System roads in the Caughlin Ranch area accessing Hunter Lake, Alum Creek, and Dutch Louie Flat.
 - b. Bull Ranch Road.
 2. Patrol in the following campgrounds, developed sites, or dispersed areas:
 - a. Galena Creek area: North of Washoe County Park on the west side of SR 431 and north of the Joy Lake Road Area on the east side of SR 431.
 - b. Peavine Mountain; including Keystone Canyon Area, areas accessed for Poeville, Hoge Roads, Horizon Hills, the Seventh Street Pit, Mogul Road, Kings Row and the area southwest of Border Town.
 - c. Peavine Mountain with emphasis on Kings Row and West Keystone Trail Heads. Raleigh Heights and Red Metal areas, Thomas Creek Canyon



dispersed campsites along the canyon road and the two former campsites (day use only as of July 2003) on the north side of Thomas Creek, east of Timberline Road, Whites Creek Canyon Road and trailhead newly constructed day use only area, especially in the late evening hours after the gate is closed to ensure no one has breached the tire shredder.

- d. The Hunter Creek Trailhead, accessed off Woodchuck Circle.

Total reimbursement for this category shall not exceed the amount of: **\$13,000.00**
Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$0.00.

III. TRAINING:

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

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

IV. EQUIPMENT:

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

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

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 Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
 - 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.
 - 2. 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.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

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

- A. The Cooperator shall bill the U.S. Forest Service on a quarterly basis.
- B. Each statement shall display the Cooperator's actual expenditures to date of the invoice, for each separate cost element as documented in the Operating Plan. 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
Email: sm.fs.asc_ga@usda.gov

Send copy to:

Paul Unterbrink, Law Enforcement Officer
Humboldt-Toiyabe National Forest
1536 S Carson St
Carson City, NV 89701
Telephone: (775) 355-5332
FAX: (775) 884-8199
Email: paul.unterbrink@usda.gov

Invoices should be short in length (i.e., 2 pages at most), but contain the following information in order to reduce the possibility of payment delays: your signature, your name, invoice date, invoice number, agreement number, period of performance, description of goods provided or services performed, dates of service, and amount of payment request.

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

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$13,000.00	
Training	\$0	
Equipment	\$0	
Special Enforcement Situations	\$0	
Total	\$13,000.00	



- D. Any remaining funding in this 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. Any funds not spent at the end of the 5 year Cooperative Law Enforcement Agreement will be de-obligated. *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 Operating Plan as of the last date written below.

DARIN BALAAM, Sheriff
Washoe County Sheriff's Department

10/1/20
Date

JON

STANSFIELD

Digitally signed by JON STANSFIELD
Date: 2021.01.07 09:44:50 -08'00'

WILLIAM A. DUNKELBERGER, Forest Supervisor
U.S. Forest Service, Humboldt-Toiyabe National Forest

Date

SCOTT
HARRIS

Digitally signed by
SCOTT HARRIS
Date: 2021.01.08
10:21:52 -07'00'

SCOTT HARRIS
Special Agent in Charge, Region 4

Date

The authority and format of this agreement have been reviewed and approved for signature. **21-LE-11041700-005**

Digitally signed by
AARON STOUT
Date: 2020.10.01
13:20:26 -07'00'

AARON STOUT
U.S. Forest Service Grants Management Specialist

Date



Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating Plan

Fire Emergencies:

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.

The below information provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the contacts listed below:

During fire emergencies, the Forest Service will reimburse the Cooperator for actual costs incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by FS dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff/County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The Cooperator will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the mileage rate.

**Billing Protocol:**

Documentation required to be submitted by the Cooperator to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Operating Plan.
- DUNS number.
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle

For questions concerning incident/fire emergencies, please contact:

Gwen Sanchez, Forest Fire Management Officer
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431
Gwen.sanchez@usda.gov

BILLINGS FOR FIRE ARE NOT TO BE SUBMITTED TO THE
SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGATION ESTABLISHED THROUGH THE
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