

FS Agreement No. 21-LE-11031200-039

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
PINAL COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
TONTO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Pinal County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto 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: Pinal County Sheriff's Office Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort. In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (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-I.
- 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-H, and IV-N.*
- 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 during the following time period(s): For any emergency or assistance required between the dates of last signature and February 1, 2026. Address any concerns or notify/request assistance from the U.S. Forest Service as required in the judgment of Cooperator.



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:	Send copy to:
Albuquerque Service Center Payments – Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: 877-687-4894 sm.fs.asc_ga@usda.gov	Bray Addison, Patrol Captain Tonto National Forest 2324 East McDowell Rd. Phoenix, AZ 85006 602-225-5241 brayaddison@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
Douglas Peoble, Sergeant Pinal County Sheriff’s Office PO Box 867 Florence, AZ 85132-3017 Telephone: 520-858-5586 FAX: 520-866-5100 douglas.peoble@pinal.gov	Linda Martinez, Grants Administrator Pinal County Sheriff’s Office PO Box 867 Florence, AZ 85132-3017 Telephone: 520-866-5144 FAX: 520-866-5100 linda.martinez@pinal.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Bray Addison, Patrol Captain 2324 East McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5241 FAX: 602-225-5286 brayaddison@usda.gov	Rocco Minetti, Program Assistant 2324 East McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5297 FAX: 602-225-5286 rocco.minetti@usda.gov

- C. 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.

- D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.
 - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 - 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 - 5. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 - 6. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

- E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

- F. 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.

- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party’s frequency.



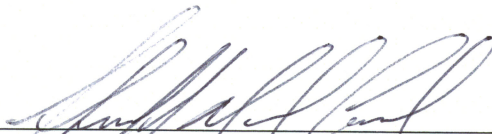
- H. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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



- N. 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.
- O. 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.
- P. 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.

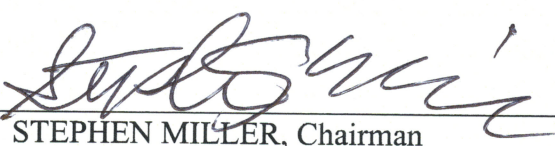


- Q. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; 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.
- R. 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).
- S. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective through February 1, 2026.
- T. 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.



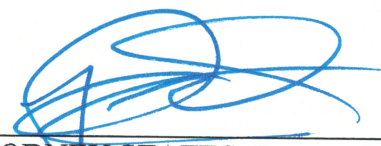
 MARK LAMB, Sheriff
 Pinal County
 03/04/2021

 Date



 STEPHEN MILLER, Chairman
 Pinal County Board of Supervisors
 03/24/2021

 Date



 RODNEY STATES, Deputy County Attorney
 Pinal County
 3/8/21

 Date



NEIL BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

JAMES ALFORD, Special Agent in Charge
Southwestern Region

Date

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

EDDIE W. BELL, JR.
U.S. Forest Service Grants Management Specialist
21-LE-11031200-039

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.


In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
Pinal County Sheriff's Office
And The
USDA, FOREST SERVICE
Tonto National Forest
FS Agreement Number 21-LE-11031200-039

ATTEST



Natasha Kennedy, Clerk

DATE: 03/24/2021



FS Agreement No. 21-LE-11031200-039
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING PLAN & FINANCIAL PLAN
Between The
PINAL COUNTY SHERIFF’S OFFICE
And the
USDA, FOREST SERVICE
TONTO NATIONAL FOREST**

OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Pinal County Sheriff’s Office, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement 21-LE-11031200-039. This Operating Plan is for the estimated period beginning February 2, 2021 and ending February 1, 2022.

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
Douglas People, Sergeant Pinal County Sheriff’s Office PO Box 867 Florence, AZ 85132-3017 Telephone: (520) 858-5586 FAX: (520) 866-5100 douglas.people@pinal.gov	Linda Martinez, Grants Administrator Pinal County Sheriff’s Office PO Box 867 Florence, AZ 85132-3017 Telephone: (520) 866-5144 FAX: (520) 866-5100 linda.martinez@pinal.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Bray Addison, Patrol Captain Central Arizona Zone LE&I 2324 E. McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5241 FAX: 602-225-5286 Email: bray.addison@usda.gov	Rocco Minetti, Program Assistant Central Arizona Zone LE&I 2324 E. McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5297 FAX: 602-225-5286 Email: rocco.minetti@usda.gov

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

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rate(s) based on current Cooperator pay plan*

***The Cooperator shall submit a current fleet/mileage rate and salary rate table to accompany the Operating Plan; and any changes to fleet/mileage or salary rate(s) shall require a written notice to the U.S. Forest Service within 30 days of official change in rate(s).**

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both 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:

National Forest System Roads 8, 172, 172A, 229,230,231, 245B, 257, 287A, 310, 342, 357, 650 and 989.

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

Globe Ranger District:

Oak Flat Campground, Picketpost Trailhead and Old Ray Highway areas.

Mesa Ranger District:

Hewitt Station area, Peralta and First Water Trailheads areas.



2. The Cooperator further agrees:

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch and additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service law enforcement officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice Information System (ACJIS)/National Crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.

Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also, upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$10,000.

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



2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24-hour initial support time does not include travel time to and from the wildfire incident.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Extended Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.

Upon request and concurrence by the Sheriff's Office,

The Sheriff's Office shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the 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 Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their 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 wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or wildland fire suppression



situation are required to follow check-in and demobilization procedures.

- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, to the address below:

Bray Addison, Patrol Captain
Central Arizona Zone, LE&I
2324 East McDowell Road
Phoenix, AZ 85006

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

Billing requests will include the following information:

- Cooperator name, address, phone number and agency financial contact
- Invoice or Bill number;
- Resource Order number(s);
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed*

*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and 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 Sheriff's Office to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.



- b. Post each Deputy'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 Sheriff's Office.
 - c. Reimburse the Sheriff's Office for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section 1, 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 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.

IV. BILLING FREQUENCY:

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

- A. Billing frequency is as follows: QUARTERLY – Final Bill shall be submitted within 30 days of the close of the calendar year.
- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,000	100%
Special Enforcement Situations	\$0	NA
Total	\$10,000	

- C. Any remaining funding in this 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.*



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.