

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202402001

Originating Department:	35 Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3520 Bureau of LE & Investigations / 352020 Patrol and Overtim
Contract or Grant Administrator:	Steve Harris, Undersheriff
Contractor's / Agency Name:	U.S. Department of Agriculture (USDA), Forest Service
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>1003502993</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>22,704.00 (2024 amount)</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>22,704.00 (2024 amount)</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Continue the cooperative effort between Whatcom County Sheriff's Office and USDA Forest Service to enhance State and local law enforcement in connection with activities on National Forest System lands. The USDA Forest Service will provide funds for one Sheriff's Office deputy to patrol Mt. Baker-Snoqualmie National Forest.	
Term of Contract: Last Signature Date _____ Expiration Date: 12/31/29	

Contract Routing:	1. Prepared by: <u>Donna Dilling</u>	Date: <u>1/26/24</u>
	2. Attorney signoff: <u>Approved by Debrae Roche</u>	Date: <u>1/26/24</u>
	3. AS Finance reviewed: <u>Approved by email AT/AD</u>	Date: <u>1/29/24</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <input checked="" type="checkbox"/>	Date: <u>3/20/24</u>
	6. Submitted to Exec.: <input checked="" type="checkbox"/>	Date: <u>2/2/24</u>
	7. Council approved (if necessary): <u>AB 2024-123</u>	Date: <u>2/20/24</u>
	8. Executive signed: <input checked="" type="checkbox"/>	Date: <u>2/21/24</u>
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
SHERIFF'S OFFICE**
DONNELL "TANK" TANKSLEY
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

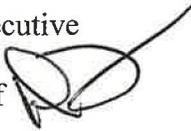
RECEIVED

FEB 02 2024

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Donnell Tanksley, Sheriff 

DATE: January 30, 2024

SUBJECT: Cooperative Law Enforcement Agreement #24-LE-11060500-098
U.S. Department of Agriculture, Forest Service
Mt. Baker-Snoqualmie National Forest

Enclosed for your review and signature is one (1) original Cooperative Law Enforcement Agreement and 2024 Annual Operating Plan for the subject agreement between Whatcom County Sheriff's Office and USDA Forest Service for Mt. Baker-Snoqualmie National Forest.

Background and Purpose

The purpose of this agreement is to continue the cooperative effort between the Whatcom County Sheriff's Office and USDA Forest Service to enhance State and local law enforcement in connection with activities on National Forest System (NSF) lands. The previous agreement (WC Contract # 201903039) expired December 31, 2023.

The Whatcom County Sheriff's Office will continue to provide one part-time deputy from the last signature date of this contract to December 31, 2029 whose primary assignment is to patrol the Mt. Baker-Snoqualmie National Forest inside the boundaries of Whatcom County, with particular attention given to those places utilized by the visiting public such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities. The USDA Forest Service will reimburse the Sheriff's Office for services provided.

Funding Amount and Source

A maximum of \$56,760 per year will be provided by USDA Forest Service. This contract is for \$22,704. The rest of the funding will be added later.

Differences from Previous Contract

No changes from previous year.

Please contact Undersheriff Steve Harris at extension 6718 if you have any questions or concerns regarding the terms of this agreement.

Enclosures



FS Agreement No. 24-LE-11060500-098

Cooperator Agreement No. 202402001

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
WHATCOM COUNTY
And The
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ("Agreement") is entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the United States Department of Agriculture (USDA), Forest Service, Mt. Baker-Snoqualmie 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 Whatcom County has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Law Enforcement Activities in Whatcom 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 Whatcom County for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. WHATCOM COUNTY 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 Whatcom County 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.

(Rev. 9-15)



- 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 Whatcom County'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) the cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI

(Rev. 9-15)



provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. 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 Whatcom County 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 Whatcom County'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
Budget & Finance - Grants &
Agreement
4000 Masthead St, NE
FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

USDA Forest Service
PNW Region 6 LEI NWWZ
James V. Griffin, Patrol Captain
Email: james.griffin@usda.gov and
Cindy Orlando, Program Assistant
Email: cindy.orlando@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:

Whatcom County Program Contact	Whatcom County Administrative Contact
Donnell Tanksley, Sheriff Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225 360-778-6600 DTanksle@co.whatcom.wa.us	Steve Harris, Undersheriff 311 Grand Avenue Bellingham, WA 98225 Harris Phone: 360-778-6618 SHarris@co.whatcom.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
James V. Griffin, Patrol Captain PNW Region 6 LEI/NWWZ 2930 Wetmore Avenue, Suite 3A Everett, WA 98201 425-783-6090 james.griffin@usda.gov	Cindy Orlando, Program Assistant PNW Region 6 LEI/NWWZ 1835 Black Lake Blvd. SW Olympia, WA 98512 360-956-2286 cindy.orlando@usda.gov
	U.S. Forest Service Grants and Agreements Contact
	Michael Gaddis Grants Management Specialist Michael.gaddis@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 Whatcom County'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 Whatcom County performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Whatcom County. Law enforcement provided by Whatcom County 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. Whatcom County'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 Whatcom County for only the additional activities requested and not for activities that are regularly performed by Whatcom County.

(Rev. 9-15)



- K. Reimbursement may include the costs incurred by Whatcom County 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.
- L. 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 Whatcom County 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.
- M. 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; Whatcom County shall ensure adequate safeguards and controls exist to protect loss or theft. Whatcom County shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Whatcom County is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Whatcom County for and/or transferred to Whatcom County under the AD-107 process or equivalent.
- N. 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 Whatcom County using any Federal funding. Upon expiration of this agreement Whatcom County 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.
- O. 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 Whatcom County's purchase of equipment or supplies.
- P. 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

(Rev. 9-15)



reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

Q. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Whatcom County in excess of the amount to which Whatcom County 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 Whatcom County.
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.

- R. 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.
- S. 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.
- T. 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

(Rev. 9-15)



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.
- U. 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 Whatcom County is/are approved to issue a contract, it shall be awarded on a competitive basis.
- V. This agreement in no way restricts the U.S. Forest Service or Whatcom County from participating in similar activities with other public or private agencies, organizations, and individuals.
- W. 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.
- X. 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).

(Rev. 9-15)



- Y. 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.
- Z. 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.



 DONNELL TANKSLEY,
 Sheriff Whatcom County

11/31/2024

 Date

George Roche Digitally signed by George Roche
 Date: 2024.01.26 15:39:09 -08'00' 1/26/24

 BRANDON WALDRON, Date
 Civil Deputy Prosecuting Attorney
 Whatcom County



 SATPAL SINGH SIDHU, Executive Date
 Whatcom County

JODY WEIL Digitally signed by JODY WEIL
 Date: 2024.03.20 14:46:44 -07'00'

 JODY L. WEIL Date
 U.S. Forest Service, Forest Supervisor
 Mt. Baker-Snoqualmie National Forest

C. Andrew Coriell Digitally signed by C. Andrew Coriell
 Date: 2024.03.13 13:32:54 -07'00'

 ANDY CORIELL Date
 Special Agent in Charge, U.S. Forest Service
 Pacific Northwest Law Enforcement and
 Investigations



The authority and format of this agreement (24-LE-11060500-098) have been reviewed and approved for signature.

MICHAEL GADDIS Digitally signed by MICHAEL GADDIS 1/19/24
Date: 2024.01.19 13:15:39 -08'00'

MICHAEL K. GADDIS Date
U.S. Forest Service, Grants Management Specialist

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.



FS Agreement No. 24-LE-11060500-098

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN

Between

WHATCOM COUNTY

And the

USDA, FOREST SERVICE

MT. BAKER-SNOQUALMIE NATIONAL FOREST

2024 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan) is hereby made and entered into by and between Whatcom County, hereinafter referred to as "Whatcom County," and the United States Department of Agriculture (USDA), Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #24-LE-11060500-098. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and shall be effective for five years, unless modified during the annual review.

Current 2024 Year Obligation: \$22,704.00

2024 Total Operating Plan: \$22,704.00*

**Based on continuing resolution only a portion of the total funding normally allocated is allowed at this time. Upon resolution to the continuing resolution the remainder of the funding will be added to the operating plan in a modification to this agreement.*

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:

Whatcom County Program Contact	Whatcom County Administrative Contact
Donnell Tanksley, Sheriff Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225 360-778-6600 DTanksle@co.whatcom.wa.us	Steve Harris, Undersheriff 311 Grand Avenue Bellingham, WA 98225 Harris Phone: 360-778-6618 SHarris@co.whatcom.wa.us
Whatcom County Administrative Contact Continued:	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
James V. Griffin, Patrol Captain PNW Region 6 LEI, NWWZ 2930 Wetmore Avenue, Suite 3A Everett, WA 98201 425-783-6090 james.griffin@usda.gov	Cindy Orlando, Program Assistant PNW Region 6 LEI, NWWZ 1835 Black Lake Blvd. SW Olympia, WA 98512 360-956-2286 cindy.orlando@usda.gov
U.S. Forest Service Grants and Agreements Contact	
Michael K. Gaddis Grants Management Specialist Michael.gaddis@usda.gov	

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

Wages and benefits will be billed at actual regular rates plus associated payroll costs.



Rates will vary based on officer experience level.

Approximate wage for new deputy at the prevailing regular rate of **\$55.71/hour** plus fringe benefits of **\$8.98/hour** for a total rate of **\$64.69/hour**.

Approximate wage for a senior deputy/sergeant at the prevailing regular rate of **\$88.31/hour** plus fringe benefits of **\$13.25/hour** for a total rate of **\$101.56/hour**.

Mileage will be billed at the mileage reimbursement rate of **\$0.655** per mile.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Whatcom County 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 all roads in the Mt. Baker-Snoqualmie National Forest that are located within the boundaries of Whatcom County, Washington.
2. Patrol in the following campgrounds, developed sites, or dispersed areas, active logging and firewood cutting areas, and unplanned seasonal special emphasis areas.

Total reimbursement for this category shall not exceed the amount of: **\$22,704.00**.

III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify Whatcom County 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. 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 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 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.
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 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.

IV. BILLING FREQUENCY:

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

- A. Whatcom County will submit invoices on a quarterly basis for reimbursement of services provided under Section II of this Operating Plan, and as outline in *Cooperative Law Enforcement Agreement Provisions II-H and III-B*.

Submit invoices by email to: SM.FS.asc_ga@usda.gov
Copy to U.S. Forest Service Contacts (See Section I.A.).

- 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	\$22,704.00	N/A
Training	N/A	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
Total	\$22,704.00	N/A

- C. 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. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Addendum A

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

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is 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 roadblocks, 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 the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, 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 Incident Command meetings. Eligible costs for reimbursement will include personnel time.

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. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County 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 prevailing wage rate as identified in the OP Provision I. B.

Billing Protocol:

Documentation required to be submitted by the County 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 Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- 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.

- Incident Action Plans – copies of plans that document assignment to that incident.
- Map of roadblock locations.

**BILLINGS ARE NOT TO BE SUBMITTED TO THE SM.FS.ASC_GA@USDA.GOV
UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW
ENFORCEMENT AGREEMENT.**

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist:

Jessica McAloon
Administrative Support Coordinator
810 State Route 20
Sedro-Woolley, WA 98284
jessica.mcaloon@usda.gov
360-854-2602

Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

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.