

FS Agreement No. 11-LE-11031200-004
Cooperator Agreement No. _____

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

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Gila 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 the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Gila County Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

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

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*
- B. Ensure that the officers/agents of the 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 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 by during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the 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 dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H, and IV-O.*
- 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. Monitor the U.S. Forest Service radio during the following time period(s): For any emergency or assistance required between the dates of the last signature and September 30, 2015. Address any concerns or notify/request assistance from the U.S. Forest Service as required in the judgment of the Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the 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 the Forest Service Agreement



number, the 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-H.* 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

Send copy to:

Bray Addison, Patrol Captain
USDA, Forest Service
Tonto National Forest
2324 East McDowell Road
Phoenix, AZ 85006
Phone: (602) 225-5241
E-Mail: brayaddison@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principle contacts for this agreement are:

Principle Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|--|
| Name: John Armer Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us | Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us |

Principle U.S. Forest Service Contacts:

| | |
|---|--|
| Name: Bray Addison, Patrol Cpt. Address: Central Arizona Zone, LEI 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us | Name: Sherry Smith Address: USDA Forest Service, Tonto NF 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us |
|---|--|



- C. This agreement has no effect upon the 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. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
 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.
- E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement
- F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the 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 the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- J. Reimbursement may include the costs incurred by the 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 the 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; the 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 the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the 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.



- L. 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 the Cooperator's purchase of equipment or supplies.
- M. 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.
- N. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the 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 request for reimbursements.
 2. Withholding advance payments otherwise due to the 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.
- O. 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.
- P. Execution of this agreement terminated Cooperative Law Enforcement Agreement NO. 06-LE-11031200-002 executed between the parties on January 23, 2006.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all



situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. 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).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through September 30, 2015 at which time it will expire unless renewed.
- V. AUTHORIZED REPRESENTATIVES. 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 instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

John R. Armer
 JOHN ARMER, Sheriff
 Gila County Sheriff's Office

8/17/10
 Date

 GENE BLAKENBAKER, Forest Supervisor
 U.S. Forest Service, Tonto National Forest

11-8-10
 Date

*see Exhibit
 &
 signatures
 link*

Michael A Foster
 CHAIRMAN
 Gila County Board of Supervisors

10/5/10
 Date

ATTEST

Karion Sheppard, Chief Deputy
 Clerk
 Board of Supervisors

Date 10-5-10



APPROVED AS TO FORM


BRYAN E. CHAMBERS
Chief County Deputy Attorney

10 5 10

Date

ROBIN L. POAGUE
Special Agent in Charge, Region 3

Date

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

SHERRY J. SMITH
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

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

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 11-LE-11031200-007
Cooperator Agreement No. _____

should be 004

EXHIBIT A

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

**Between The
GILA COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE, TONTO NATIONAL FOREST**

FY11 OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Gila 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 #11-LE-11031200-004 executed on . This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning with the last signature and ending September 30, 2011.

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.

Principle Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|--|--|
| Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us | Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us |

Principle U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|--|---|
| | |



| | |
|--|---|
| <p>Name: Bray Addison, Patrol Captain Address: Central Arizona Zone, LE&I 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us</p> | <p>Name: Sherry Smith Address: Tonto NF, Grants & Agreements 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us</p> |
|--|---|

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

** see attached rate sheet **

\$ /mile patrolled

Per diem rate is \$ /day

Wages at the prevailing rate of \$ /hour plus fringe benefits for the individual officer at the rate of \$ /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 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.

- Patrol on following Forest Service roads:
 - > National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.
- Patrol in the following campgrounds, developed sites, or dispersed areas:
 - Globe Ranger District**
 - > Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
 - > Pioneer Pass: once per week, daytime/weekends.
 - > Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
 - > Pipeline area in the vicinity of the junction of Highways 70 & 77.
 - > Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.
 - Payson Ranger District**
 - > Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.



- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

Pleasant Valley Ranger District

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

Tonto Basin Ranger District

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

The Cooperator further agrees:

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

Dispatch 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 office 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: \$78,000.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-J 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-J, IV-K, and IV-L for additional information.

The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$5,000.00

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, except as provided under C, D, and E below for fire prevention and suppression situations.
 1. Drug Enforcement:
 2. Fire Emergency:
 3. Group Gatherings:



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.

- C. It is mutually agreed by the parties that danger from wildland fire is critical, the potential for human-caused and naturally-occurring wildland fire in the Tonto National Forest can be high, and that wildland fires pose a significant threat to the Tonto National Forest and to the communities in the area.

The Sheriff's Office may be requested to provide additional law enforcement support on National Forest System lands during extreme fire conditions. These conditions can be considered a Special Law Enforcement Situation, as described in Section V, Paragraph A above. This request will become effective and enforceable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, which provides a resource order number, and the County Dispatch Office is notified of the request.

- D. The Sheriff's Office shall:

1. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the *Cooperative Law Enforcement Agreement, Provision II-B*, including appropriate vehicle(s), in numbers requested by the Forest Service to provide law enforcement for fire prevention 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 Office. 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 prevention patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire suppression situation. All Deputies assigned to a wildland fire suppression situation are required to follow Check-in and Demobilization procedures.
2. Assign Sheriff's Deputies requested by the Forest Service for fire prevention or fire suppression situation patrol and law enforcement.
3. Furnish itemized statements of expenditures to the Forest Service for the fire prevention or fire suppression situation services requested by the Forest Service, at the address below:

U.S. Forest Service
Albuquerque Service Center
Incident Finance
101 B Sun Avenue NE
Albuquerque, NM 87109



E. The Forest Service shall:

1. 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 officers needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity or fire suppression code for billing. A resource order 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 Service Dispatcher.
2. Post each Deputy's time to an FTR (Optional Form 288) and each vehicle's mileage to Equipment Shift Tickets to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Office.
3. 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 I, Paragraph B above:

VI. BILLING FREQUENCY:

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

Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$83,000.00.

- A The Sheriff's Office shall furnish the Forest Service itemized statements *for all non-fire related activities*, not less than quarterly and patrol logs for the expenditures involving forest patrol and controlled substance law violations. Submit Public Voucher for Service (SF 1034). The statement will contain sufficient detail to allow the Forest Service to tie the expenditures back to the reimbursable expenses and rates contained in this Operating and Financial Plan.

Each invoice shall display the Agreement number, billing period, and Sheriff Office's actual expenditures to date of the invoice, displayed by separate cost elements (i.e., Patrol billable hours, Training, Equipment, etc.) as documented in the FY11 Operating Plan, less any previous Forest Service payments. The Sheriff's Office is approved for quarterly billing. The invoice should be forwarded as follows:

Send original to:
U. S. Forest Service

**Send copy of invoice and completed
Forms FS-5300-5, Cooperative Law
Enforcement Activity Report to:**
U.S. Forest Service



Albuquerque Service Center
Payments – Grants and Agreements
101 B. Sun Ave. NE
Albuquerque, NM 87109
Phone: 877-372-7248
Fax: 877-687-4894

Bray Addison, Patrol Captain
Tonto National Forests
Address: 2324 East McDowell Road
City, State, Zip: Phoenix, AZ 85006
Phone: (602) 225-5241
E-Mail: brayaddison@fs.fed.us

VI. CLOSEOUT.

The Recipient shall close out the FY 2011 Annual Financial and Operating Plan within 90 days after expiration or notice of termination.

Invoices for services rendered within the performance period authorized under this instrument must be submitted within 90 days of expiration of this FY 2011 Financial and Operating Plan and final invoice marked as "FINAL". Any balance of funds not invoiced by the Recipient shall be de-obligated by the Forest Service upon receipt and approval of the final invoice.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all performance and related reports required by the terms of the instrument shall be submitted to the Forest Service by the Recipient.

VII. TERMINATION FOR CONFLICT OF INTEREST. (State of AZ only)

This Agreement is subject to termination pursuant to Arizona Revised Statute 38-511.

VIII. AUTHORIZED REPRESENTATIVES.

By signature below, the Sheriff's Office certifies that the individuals listed in this document as representatives of the Sheriff's Office 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 the last date written below.



JOHN ARMER, Sheriff
Gila County Sheriff's Office

8/17/10

Date



GENE BLAKENBAKER, Forest Supervisor
U.S. Forest Service, Tonto National Forest

11/8/10

Date



Michael R. Pactor

10/5/10

CHAIRMAN
Gila County Board of Supervisors

Date

ATTEST

Carion D. Sheppard, Chief Deputy

Date 10-5-10

Clerk
Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers

10-5-10

BRYAN B. CHAMBERS
Chief County Deputy Attorney

Date

Robin L. Poague

11-1-10

ROBIN L. POAGUE
Special Agent in Charge, Region 3

Date

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

Sherry J. Smith

10/25/2010

SHERRY J. SMITH
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this



information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Thomas H. Melcher
Chief Deputy



James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

January 26, 2010

Bray Addison, Law Enforcement Officer
Forest Service Representative, Tonto National Forest
2324 E. McDowell Rd.
Phoenix, Arizona 85006

RE: Clarification of Cooperative Law Enforcement Agreement

LEO Addison,

This letter is issued as clarification of section "I" subsection "B" of the current (FY10) Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service. The current contract states:

"Wages at the prevailing rate of \$32.70/hour to include fringe benefits for the individual officer at the rate of \$32.70/hour."

The breakdown of the rate shown is as follows:

Officer Hourly Rate: \$20.46
Officer Hourly Fringe: \$12.24
Officer Hourly Total: \$32.70

Should you require any further information regarding our current agreement, please do not hesitate to contact me or my administrative staff.


John R. Armer, Sheriff
Cooperator Representative

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