

# Kenai Peninsula Borough

911 Operations

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## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Borough Mayor CP

**FROM:** Tammy Goggia Cockrell, 911 Emergency Communications  
Coordinator GC  
Colette Thompson, Borough Attorney CT  
Brandi Harbaugh, Finance Director BH

**DATE:** July 6, 2021

**RE:** Resolution 2021-056, Authorizing the Mayor to Execute an Agreement with the USDA, Forest Service, Chugach National Forest, For Services Provided By The Borough Soldotna Public Safety Communications Center (Mayor)

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Attached please find the Agreement between the borough on behalf of the Soldotna Public Safety Communications Center and the USDA, Forest Service. This agreement is based on a new form agreement the USDA, Forest Service, is required to use. Although some provisions do not apply because this form is designed for agreements with other law enforcement agencies, they have acknowledged this in writing and revised it to the extent allowable to clarify that this agreement is for 911 call taking and dispatching services. The Annual Operating Agreement attached to the Cooperative Law Enforcement Agreement clarifies that they will make the payments as agreed.

This resolution would authorize the Mayor to sign the attached agreement and Annual Operating Agreement with the USDA, Forest Service, Chugach National Forest, for the services provided by the borough Soldotna Public Safety Communications Center.

Your support of this request would be appreciated.



FS Agreement No. 21-LE-11100400-020

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**KENAI PENINSULA BOROUGH (KPB)**  
**And The**  
**USDA, FOREST SERVICE**  
**CHUGACH NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC), hereinafter referred to as "KPB SPSCC," and the USDA, Forest Service, Chugach 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 KPB SPSCC has/have a limited amount of financing to meet their responsibility of enforcing these laws.

This agreement will provide funds for the KPB SPSCC to continue providing dispatch services for USDA Forest Service Law Enforcement officers. U.S. Forest Service Law Enforcement Officers conduct law enforcement patrols, participate in search and rescues, and respond to public safety incidents. The SPSCC, a KPB department, provides dispatch services to the KPB and other agencies. This agreement will establish a partnership between the U.S. Forest Service and KPB, on behalf of the SPSCC, that will enhance communication and interaction between these organizations.

Title: Soldotna Public Safety Communications Center Dispatch Services

**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 KPB SPSCC for the intensified portion of this effort.

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

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*



- B. Ensure that the officers/agents of the KPB SPSCC performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the KPB SPSCC's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.



- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- L. Monitor the U.S. Forest Service radio during the following time period(s): 24 hours daily between the dates of July 1st and June 30th. Address any concerns or notify/request assistance from the U.S. Forest Service as required in the judgment of the KPB SPSCC.
- M. Provide radio dispatch coverage for U.S. Forest Service Law Enforcement Officers within the Chugach National Forest in addition to public safety incidents handled by SPSCC. SPSCC will notify U.S. Forest Service Law Enforcement Officers of any incidents that occur on the Chugach National Forest.
- N. Be responsible for processing criminal justice information queries into the Alaska Public Safety Information Network (APSIN) on behalf of the U.S. Forest Service Law Enforcement Officers covered by this agreement.
- O. Conduct regular welfare checks on U.S. Forest Service Law Enforcement Officers consistent with the SPSCC Policy and Procedure Manual, section 2016.

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

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the KPB SPSCC for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the KPB SPSCC’s actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Avenue NE  
 Albuquerque, NM 87109  
 FAX: (877) 687-4894  
 E-Mail: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov)

**Send copy to:**

Chugach National Forest  
 John Brinley  
 Patrol Captain  
 161 East 1st Ave., Door 8  
 Anchorage, AK 99501  
 Phone: 907-743-9578  
[john.brinley@usda.gov](mailto:john.brinley@usda.gov)



- C. Provide KPB SPSCC with a list of all U.S. Forest Service Law Enforcement Officers and their contact information.
- D. Provide SPSCC with a schedule of when U.S. Forest Service Law Enforcement Officers are regularly scheduled to work.
- E. Require each U.S. Forest Service Law Enforcement Officer to contact SPSCC and identify when they are in and out of service.
- F. Require each U.S. Forest Service Law Enforcement Officer to report the area and duration of specialized patrols such as boat and snow machine patrols.
- G. Assign and track case numbers for law enforcement and public safety activities.
- H. Be responsible for all clerical support, excluding that which is stated in Section II.N.

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Tammy Goggia-Cockrell Emergency Communications Coordinator 253 Wilson Lane Soldotna, AK 99669 907-714-2496 <a href="mailto:tgoggia@kpb.us">tgoggia@kpb.us</a>	Brandi Harbaugh Finance Director 144 North Binkley Street Soldotna, AK. 99669 907-714-2170 <a href="mailto:bharbaugh@kpb.us">bharbaugh@kpb.us</a>

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
John Brinley Patrol Captain, Chugach National Forest 161 East 1st Ave., Door 8 Anchorage, AK 99501 907-743-9578 Cell: 907-440-5175 <a href="mailto:john.brinley@usda.gov">john.brinley@usda.gov</a>	Aubree Benson Grants Management Specialist (Virtual) 31374 US Hwy 2, Libby, MT 59923 406-283-7620 <a href="mailto:aubree.benson@usda.gov">aubree.benson@usda.gov</a>



- C. An Annual 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 the KPB SPSCC's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the KPB SPSCC performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the KPB SPSCC. Law enforcement provided by the KPB SPSCC 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. KPB SPSCC's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the KPB SPSCC for only the additional activities requested and not for activities that are regularly performed by the KPB SPSCC.
- K. Reimbursement may include the costs incurred by the KPB SPSCC in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the KPB SPSCC is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the KPB SPSCC shall ensure adequate safeguards and controls exist to protect loss or theft. KPB SPSCC shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. KPB SPSCC is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the KPB SPSCC for and/or transferred to the KPB SPSCC under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the KPB SPSCC using any Federal funding. Upon expiration of this agreement the KPB SPSCC shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.



- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the KPB SPSCC's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the KPB SPSCC in excess of the amount to which the KPB SPSCC 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 the KPB SPSCC.
  3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or





otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

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

S. This agreement in no way restricts the U.S. Forest Service or the KPB SPSCC from participating in similar activities with other public or private agencies, organizations, and individuals.

T. 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.

U. 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).



- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through 6/30/2026.
- W. 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.

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CHARLIE PIERCE, Date  
Kenai Peninsula Borough Mayor

Approved as to Form & Legal Sufficiency:

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COLETTE THOMPSON Date  
Kenai Peninsula Borough Attorney

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JEFF SCHRAMM, Forest Supervisor Date  
U.S. Forest Service, Chugach National Forest

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TIMOTHY WALTHER, Special Agent in Charge Date  
U.S. Forest Service, Alaska Region

The authority and format of this agreement, 21-LE-11100400-020 have been reviewed and approved for signature.

Digitally signed by AUBREE BENSON  
Date: 2021.06.23 11:37:11 -06'00'

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AUBREE BENSON 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, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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



FS Agreement No. 21-LE-11100400-020  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

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

**Between The  
KENAI PENINSULA BOROUGH (INC)  
And the  
USDA, FOREST SERVICE  
CHUGACH NATIONAL FOREST**

**2021 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Kenai Peninsula Borough (Inc) on behalf of the Soldotna Public Safety Communications Center (SPSCC), hereinafter referred to as "KPB SPSCC," and the USDA Forest Service, Chugach National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #21-LE-11100400-020. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning July 1, 2021 and ending June 30, 2022.

Previous Year Carry-over: \$0.00

Current 2021 Year Obligation: \$19,089.36

**Total Annual Operating Plan: \$19,089.36**

(FY 2021-2022 (10/1-9/30) for U.S. Forest Service, and FY 2022 (7/1-6/30) for KPB SPSCC)

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Tammy Goggia-Cockrell Emergency Communications Coordinator 253 Wilson Lane Soldotna, AK 99669 907-714-2496 <a href="mailto:tgoggia@kpb.us">tgoggia@kpb.us</a>	Brandi Harbaugh Finance Director 144 North Binkley Street Soldotna, AK. 99669 907-714-2170 <a href="mailto:bharbaugh@kpb.us">bharbaugh@kpb.us</a>



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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
John Brinley Patrol Captain, Chugach National Forest 161 East 1st Ave., Door 8 Anchorage, AK 99501 907-743-9578 Cell: 907-440-5175 <a href="mailto:john.brinley@usda.gov">john.brinley@usda.gov</a>	Aubree Benson Grants Management Specialist (Virtual) 31374 US Hwy 2, Libby, MT 59923 406-283-7620 <a href="mailto:aubree.benson@usda.gov">aubree.benson@usda.gov</a>

- B. Reimbursement is for providing dispatch services for U.S. Forest Service Law Enforcement Officers working within the dispatch area. This includes answering telephone and radio calls, taking messages, and performing other dispatch related duties. Total reimbursement for actual costs shall not exceed the amount of **\$19,089.36**.

**II. TRAINING:**

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

There is no training planned at this time.

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

**III. EQUIPMENT:**

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

There are no equipment purchases planned at this time.

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

**IV. 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 Annual Operating Plan. The designated representative will then notify KPBS SPSCC whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.



1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in 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 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.
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.

**V. BILLING FREQUENCY:**

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

- A. The U.S. Forest Service will reimburse KPB SPSCC for actual expenses incurred, not to exceed the estimated amount listed herein. The U.S. Forest Service will make payment for project costs upon receipt of KPB SPSCC's quarterly invoice. The invoice shall display KPB SPSCC's actual expenses to date of the invoice, displayed by cost elements for dispatch services. The invoice shall be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
E-Mail: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov)

**Send copy to:**

Chugach National Forest  
John Brinley  
Patrol Captain  
161 East 1st Ave., Door 8  
Anchorage, AK 99501  
Phone: 907-743-9578  
[john.brinley@usda.gov](mailto:john.brinley@usda.gov)



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

Category	Estimated Costs	Not to Exceed by %
Dispatch Activities	\$19,089.36	
Training	0.00	
Equipment	0.00	
Special Enforcement Situations	0.00	
<b>Total</b>	<b>\$19,089.36</b>	

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

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



\_\_\_\_\_  
CHARLIE PIERCE, Date  
Kenai Peninsula Borough Mayor

Approved as to Form & Legal Sufficiency:

\_\_\_\_\_  
COLETTE THOMPSON Date  
Kenai Peninsula Borough Attorney

\_\_\_\_\_  
JEFF SCHRAMM, Forest Supervisor Date  
U.S. Forest Service, Chugach National Forest

\_\_\_\_\_  
TIMOTHY WALTHER, Special Agent in Charge Date  
U.S. Forest Service, Alaska Region

The authority and format of this agreement and operating plan, 21-LE-11100400-020 have been reviewed and approved for signature.

Digitally signed by AUBREE BENSON  
Date: 2021.06.23 11:36:49 -06'00'

\_\_\_\_\_  
AUBREE BENSON 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.

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