



GRANT OR AGREEMENT AWARD COVER SHEET

FS-1500-0100
OMB No. 0596-0217
EXP: 05/31/2027

IDENTIFICATION INFORMATION

1. Federal Award Identification Number (FAIN): 26-LE-11100400-020 (Agreement Number)	2. Cooperator Agreement/Instrument #:
3. New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number _____ FFA Award <input type="checkbox"/> Master <input type="checkbox"/> Stand-Alone <input checked="" type="checkbox"/> SPA <input type="checkbox"/>	4. Instrument (Project) Title: Kenai Peninsula Borough Department of Public Safety Communications
5. Authority U.S.C and Title: Cooperative Law Enforcement Act, 16 U.S.C. 551a	6. Assistance Listing Number and Title: 10.704 - Law Enforcement Agreements
7. Cooperator/Recipient Information (Must match SAM.gov): Name: Kenai Peninsula Borough Address: 144 N Binkley ST City: Soldotna State AK Zip: 99669-7520	8. U.S. Forest Service Unit Address (where the work is being managed): Name: Chugach National Forest Address: 161 East 1st Ave., Door 8 City: Anchorage State AK Zip: 99501
9. Cooperator Unique Entity Identifier (UEI): LFJ1BSEYK6H3	10. Master Agreement Number if SPA: N/A
11. Period of Performance: Start Date: 07/01/2026 Expiration Date: 06/30/2031	12. Master Agreement Expiration Date: (SPA expiration date cannot exceed the Master)
13. Cooperator Program Manager: Name: Tammy Goggia-Cockrell Phone: (907) 714-2496 Email: tgoggia@kpb.us	14. U.S. Forest Service Program Manager: Name: John Brinley Phone: (907) 440-5175 Email: john.brinley@usda.gov

FINANCIAL INFORMATION

15. Federal Funding to be Obligated to Cooperator: \$21,445.40	16. Cooperator Contribution Funds: \$0.00
17. Payment Method: No Funds <input type="checkbox"/> Reimbursable <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Advance Period _____	18. Cooperator Match Percentage: 00.00%
19. Program Income/Revenue: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	20. Cooperator Indirect Cost Rate (approved rate charged to award): De minimis <input type="checkbox"/> NICRA <input type="checkbox"/> Rate _____

REPORTING REQUIREMENTS

21. Performance Report Frequency: Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	22. Financial Report Frequency: Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
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ATTACHMENTS

The attachments listed below are hereby incorporated and made a part of this instrument.

23. REQUIRED FOR ALL INSTRUMENTS: <input checked="" type="checkbox"/> USDA FFA/MIA General Terms and Conditions <input checked="" type="checkbox"/> FS FFA/MIA/R&D General Terms and Conditions <input checked="" type="checkbox"/> Purpose/Scope of Work Narrative <input checked="" type="checkbox"/> Budget/Financial Plan <input type="checkbox"/> Other (specify): _____	24. REQUIRED DEPENDENT ON INSTRUMENT TYPE: <input type="checkbox"/> Statement of Mutual Benefit and Interest <input type="checkbox"/> Federal Financial Assistance Forms/Assurances <input type="checkbox"/> TFPA/638 Project Proposals <input checked="" type="checkbox"/> Modification Purpose and/or Description <input type="checkbox"/> Other (specify): _____
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25. By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

Cooperator Signature:	Name and Title: PETER A. MICCICHE, Kenai Peninsula Borough Mayor	Date:
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26. This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

Signature:	U.S. Forest Service Signatory Official (SO) Name and Title: JENNIFER K. YOUNGBLOOD, Forest Supervisor, Chugach National Forest	Date:
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27. The authority and format of this instrument have been reviewed and approved for signature.

Signature: BRENDAN WITT <small>Digitally signed by BRENDAN WITT Date: 2026.06.05 14:28:31 -06'00'</small>	U.S. Forest Service Grants Management Specialist Name: BRENDAN WITT	Date:
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COOPERATIVE LAW ENFORCEMENT AGREEMENT

26-LE-11100400-020

SOLDOTNA PUBLIC SAFETY COMMUNICATIONS CENTER DISPATCH SERVICES KENAI PENINSULA BOROUGH

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 a limited amount of financing to meet their responsibility of enforcing these laws.

This agreement will provide funds to the Kenai Peninsula Borough (KPB) on behalf of the Kenai Peninsula Borough Department of Public Safety Communications (DPSC) 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 KPB DPSC, a KPB department implements and performs all functions, including 911 call-taking and other public safety communications necessary for operations of the emergency communications at the Soldotna Public Safety Communication Center (SPSCC), the regional multi-agency dispatch center facility and organization owned and operated by KPB. This agreement will establish a partnership between the U.S. Forest Service and KPB, on behalf of the DPSC, that will enhance communication and interaction between these organizations.

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 Financial and Operating Plan (Annual Operating Plan).
- B. Ensure that the officers/agents of the KPB DPSC 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 on the FS-1500-0100 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.
- 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 with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan.
- 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. If agreed to without reimbursement, monitor the U.S. Forest Service radio during the following periods: 24 hours daily, annually. Address any concerns or notify/request assistance from the U.S. Forest Service, as required.
- K. 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 KPBC DPSC. KPBC DPSC will notify U.S. Forest Service Law Enforcement Officers of any incidents that occur on the Chugach National Forest.
- L. Be responsible for processing criminal justice information queries into the Alaska Public Safety Information Network (CPI-APSIN) on behalf of the U.S. Forest Service Law Enforcement Officers covered by this agreement.
- M. Conduct regular welfare checks on U.S. Forest Service Law Enforcement Officers consistent with the KPBC DPSC Policy and Procedure Manual, section 2016.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan.

- B. Reimburse the KPB DPSC 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.
- C. Provide KPB DPSC with a list of all U.S. Forest Service Law Enforcement Officers and their contact information.
- D. Provide KPB DPSC 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 KPB DPSC 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.

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

- A. **U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS.** In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Mutual Interest Agreements dated December 31, 2025, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery.
- B. **FOREST SERVICE GENERAL TERMS AND CONDITIONS.** The Forest Service General Terms & Conditions Mutual Interest Agreement dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>.
- C. 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 fulfil their purposes.

- D. 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.
- E. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- F. 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. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
- G. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- H. The officers/agents of the KPBC DPSC performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the KPBC DPSC. Law enforcement provided by KPBC DPSC 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.
- I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

- J. KPB DPSC'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 they are normally able to provide.
- K. 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.
- L. Reimbursement may include the costs incurred by the KPB DPSC 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.
- M. 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 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 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.

**COOPERATIVE LAW ENFORCEMENT
26-LE-11100400-020**

**2026
ANNUAL OPERATING AND FINANCIAL PLAN**

Previous Year Carry-over: \$0.00
Current Obligation: \$21,445.40
Total Operating Plan Amount: \$21,445.40

U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS. In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Mutual Interest Agreements dated, December 31, 2025, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery.

FOREST SERVICE GENERAL TERMS AND CONDITIONS. The Forest Service General Terms & Conditions Mutual Interest Agreement dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>.

I. GENERAL:

- A. The contacts identified on the FS-1500-0100 shall be the designated and alternate representative(s) of each party to make or receive requests for special enforcement activities.
- B. Reimbursement is for providing dispatch services for the 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 \$21,445.40.

II. 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 on the FS-1500-0100. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. 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 on the FS-1500-0100 for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident. This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

III. BILLING FREQUENCY:

- A. The U.S. Forest Service will reimburse KPB DPSC 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 DPSC's quarterly invoice. The invoice shall display KPB DPSC's actual expenses to date of the invoice, displayed by cost elements for dispatch services. Invoices shall follow the KPB fiscal year from July 1 to June 30.

Category	Estimated Costs
Dispatch Activities	\$21,445.40
Total	\$21,445.40

- B. Any remaining funding in this Operating Plan may be carried forward to the next Annual Operating Plan 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.