

FS Agreement No. 23-LE-11030500-048

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COUNTY OF COCHISE
And The
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the County of Cochise Sheriff's Office, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: County of Cochise 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 Cooperator for the intensified portion of this effort.

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

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-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 Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-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 Cooperator. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. Monitor the U.S. Forest Service radio for emergency or assistance between the date of last signature and December 31, 2027, 24 hours/day, seven (7) days/week. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

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

Submit original invoice(s) for payment to:

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

Send copy to:

USDA Forest Service
Yvette Orellana
Law Enforcement
300 W. Congress St., FB42
Tucson, AZ 85701
Phone: (520) 388-8430
E-Mail: yvette.orellana@usda.gov

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

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

Principal Cooperator Contacts:



Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff County of Cochise Sheriff's Office Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603-1045 Telephone: (520) 432-9505 FAX: (520) 432-3517 Email: mdannels@cochise.az.gov	Name: Thomas Alinen, Chief Deputy County of Cochise Sheriff's Office Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603-1045 Telephone: (520) 432-9505 FAX: (520) 432-3517 Email: talinen@cochise.az.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Yvette Orellana, Patrol Captain Coronado National Forest, LE&I Address: 300 W. Congress St., FB42 City, State, Zip: Tucson, AZ 85701 Telephone: (520) 388-8430 FAX: (520) 388-8431 Email: yvette.orellana@usda.gov	Name: Albert Peralta, Program Assistant Coronado National Forest, LE&I Address: 300 W. Congress St., FB42 City, State, Zip: Tucson, AZ 85701 Telephone: (520) 388-8490 FAX: (520) 388-8431 Email: albert.peralta@usda.gov

- C. An Operating Plan will be negotiated at the beginning of the project. A modification will be done on a calendar 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 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.
- 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 Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The 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.
- 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 Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by 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.
- 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 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.
- 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; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator 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 Cooperator using any Federal funding. Upon expiration of this agreement 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.
- 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 Cooperator'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 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 Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.



2. Withholding advance payments otherwise due to Cooperator.
3. Taking other action permitted by statute.

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


- 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 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. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- V. 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.
- W. 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).
- X. 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 December 31, 2027.
- Y. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



 MARK DANNELS, Sheriff
 County of Cochise Sheriff's Office

2/18/23

 Date



 ANN ENGLISH, Chairman
 County of Cochise Board of Supervisors

02-07-23

 Date



Tim Mattix

2/17/2023

TIM MATTIX, Clerk of the Board
County of Cochise Board of Supervisors

Date

For - Kurt Dewberry
Kerwin S. Dewberry

2/15/2023

KERWIN S. DEWBERRY, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

James Alford

2/28/23

JAMES ALFORD, Special Agent in Charge
U.S. Forest Service, Southwestern Region LE&I

Date

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

MARI LLITERAS

Digitally signed by MARI LLITERAS
Date: 2023.01.13 10:36:50 -07'00'

MARI LLITERAS
U.S. Forest Service Grants Management 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.

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. 23-LE-11030500-048

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
COUNTY OF COCHISE
And the
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST**

2023-2027 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Cochise Sheriff’s Office, hereinafter referred to as the “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Coronado National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #23-LE-11030500-048. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through December 31, 2027, unless modified during the annual review.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff County of Cochise Sheriff’s Department Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603-1045 Telephone: (520) 432-9505 FAX: (520) 432-3517 Email: mdannels@cochise.az.gov	Name: Thomas Alinen, Commander County of Cochise Sheriff’s Department Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603-1045 Telephone: (520) 432-9505 FAX: (520) 432-3517 Email: talinen@cochise.az.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Yvette Orellana, Patrol Captain Coronado National Forest, LE&I Address: 300 W. Congress St., FB42 City, State, Zip: Tucson, AZ 85701 Telephone: (520) 388-8430 FAX: (520) 388-8431 Email: yvette.orellana@usda.gov	Name: Albert Peralta, Program Assistant Coronado National Forest, LE&I Address: 300 W. Congress St., FB42 City, State, Zip: Tucson, AZ 85701 Telephone: (520) 388-8490 FAX: (520) 388-8431 Email: albert.peralta@usda.gov

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

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

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

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

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

U.S. Forest Service Roads on the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (see Attachment B).

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

Campgrounds, developed sites, and dispersed areas on the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (see Attachment B).

Total reimbursement for this category shall not exceed the amount of: \$13,000.00.



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 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.

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

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is



notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are NOT reimbursable.

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

Yvette Orellana, Patrol Captain
Coronado National Forest, LE&I
300 W. Congress St., FB42
Tucson, AZ 85701
Email: yvette.orellana@usda.gov

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

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)



- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- UEI number
- Active status in System for Award Management (SAM.gov)
- Summary cost data for the amount being billed*

*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - c. Reimburse the Sheriff's Department 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, of the current Operating Plan.
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.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:



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

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

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$13,000.00	N/A
Special Enforcement Situations	\$0.00	N/A
Total	\$13,000.00	N/A

- C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Attachment A

County of Cochise Sheriff's Office

10/24/2022

#	Name	Title	Salary	Hrly Rate	OT Hrly Rate
1	Allred, Valentin	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
2	Ballesteros, Javier	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
3	Barham, Caleb	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
4	Berry, Benjamin Wyatt	Deputy Sheriff, Corporal	\$ 76,461.20	\$36.7602	\$55.1403
5	Bojorquez, Diego	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
6	Borquez, Todd	Deputy Sheriff, Sergeant	\$ 78,372.74	\$37.6792	\$56.5188
7	Brennen, Daniel	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
8	Burquez, Arnoldo	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
9	Clark, Roger	Deputy Sheriff	\$ 57,263.85	\$27.5307	\$41.2960
10	Cleveland, Ricardo	Deputy Sheriff	\$ 69,270.08	\$33.3029	\$49.9544
11	Collins, Jordan	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
12	Cruz, Abraham	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
13	Davidson, Jesus	Deputy Sheriff, Corporal	\$ 71,001.83	\$34.1355	\$51.2032
14	Dion, David	Deputy Sheriff	\$ 62,456.63	\$30.0272	\$45.0408
15	Dolhyj, Alexander	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
16	Dominy, Mason A.	Deputy Sheriff	\$ 57,263.85	\$27.5307	\$41.2960
17	Dugan, Shawn	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
18	Encinas, Eric	Deputy Sheriff	\$ 57,263.85	\$27.5307	\$41.2960
19	Essary, Cody	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
20	Estrada, Arthur	Deputy Sheriff	\$ 65,863.35	\$31.6651	\$47.4976
21	Fair, Tom	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
22	Fultz, Lane	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
23	Gerow, Marcus	Deputy Sheriff	\$ 57,263.86	\$27.5307	\$41.2961
24	Gilbert, Joseph	Deputy Sheriff, Sergeant	\$ 78,372.75	\$37.6792	\$56.5188
25	Gjerde, John	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
26	Gray, Edward G.	Deputy Sheriff, Sergeant	\$ 78,372.74	\$37.6792	\$56.5188
27	Guizar, Jr., Rogelio	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
28	Habitzreuther, Travis	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
29	Hathaway, Andrew (Clint)	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
30	Haymore, Troy L.	Deputy Sheriff	\$ 71,001.83	\$34.1355	\$51.2032
31	Hernandez, Luis	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
32	Herrera, Ariana Yvette	Deputy Sheriff	\$ 53,575.90	\$25.7576	\$38.6365
33	Hoke, J.C.	Deputy Sheriff	\$ 57,263.85	\$27.5307	\$41.2960
34	Hudson, Guy	Deputy Sheriff, Corporal	\$ 76,461.20	\$36.7602	\$55.1403
35	Jamka, Eric	Deputy Sheriff	\$ 65,863.35	\$31.6651	\$47.4976
36	Jamka, Kevin	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
37	Kartchner, Adam	Deputy Sheriff	\$ 62,456.63	\$30.0272	\$45.0408
38	Kartchner, Jacob	Deputy Sheriff	\$ 62,456.63	\$30.0272	\$45.0408
39	Lamey, Nick	Deputy Sheriff	\$ 62,727.00	\$30.1572	\$45.2358
40	Larimer, Carl W.	Deputy Sheriff, Corporal	\$ 72,776.88	\$34.9889	\$52.4833
41	Linendoll, Tod	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
42	Lomeli, Bryan	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
43	Luna, Jesalen	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
44	Marshall, Andrew	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
45	Martinez, Victor	Deputy Sheriff	\$ 65,863.35	\$31.6651	\$47.4976
46	McGeoghegan, Michael	Deputy Sheriff	\$ 60,769.80	\$29.2163	\$43.8244
47	McNeeley, Raymond	Deputy Sheriff, Sergeant	\$ 78,372.74	\$37.6792	\$56.5188
48	Medina, Jorge	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
49	Meza, Rene	Deputy Sheriff	\$ 57,263.85	\$27.5307	\$41.2960
50	Mitchell, Jesse	Deputy Sheriff	\$ 62,456.63	\$30.0272	\$45.0408
51	Monroe, John	Deputy Sheriff	\$ 60,769.80	\$29.2163	\$43.8244
52	Noel, Levi	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
53	Oletski, Christopher	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
54	Olmstead, Ryan S.	Deputy Sheriff, Corporal	\$ 70,001.83	\$33.6547	\$50.4821

Dept Roster

12/13/2022

cybarra

County of Cochise Sheriff's Office

10/24/2022

#	Name	Title	Salary	Hrly Rate	OT Hrly Rate
55	Parker, Talmadge	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
56	Paz, German	Deputy Sheriff	\$ 65,863.35	\$31.6651	\$47.4976
57	Peraza Jr., Abraham	Deputy Sheriff	\$ 62,456.63	\$30.0272	\$45.0408
58	Peuschold, Jeremy	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
59	Reynolds , Donald R.	Deputy Sheriff	\$ 60,769.80	\$29.2163	\$43.8244
60	Robinson, Raymond P.	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
61	Romero, Daniel E.	Deputy Sheriff	\$ 60,769.80	\$29.2163	\$43.8244
62	Romero, Robert	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
63	Shalvoy, Robert M.	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
64	Shaw, Austin	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
65	Shipley, Clifford	Deputy Sheriff, Sergeant	\$ 78,272.74	\$37.6311	\$56.4467
66	Spezzano, Joseph Scott	Deputy Sheriff	\$ 60,769.80	\$29.2163	\$43.8244
67	Terrazas, Clayton	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
68	Van Sickle, James	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
69	Villa, James C	Deputy Sheriff	\$ 65,863.35	\$31.6651	\$47.4976
70	Wagner, Michael T.	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
71	Waite, Justin	Deputy Sheriff	\$ 57,263.85	\$27.5307	\$41.2960
72	Werkheiser, Adam	Deputy Sheriff	\$ 69,270.08	\$33.3029	\$49.9544
73	Whisenhunt, Henry	Deputy Sheriff	\$ 60,769.80	\$29.2163	\$43.8244
74	Williams, Timothy	Deputy Sheriff, Sergeant	\$ 82,340.35	\$39.5867	\$59.3801
75	Williamson, Ian J.	Deputy Sheriff	\$ 53,757.90	\$25.8451	\$38.7677
76	Wright, Jason	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788
77	Zavala, Robert (Bobby)	Deputy Sheriff	\$ 51,000.00	\$24.5192	\$36.7788

Attachment B
US Forest Service Law Enforcement & County of Cochise Sheriff's Office
Cooperative Law Enforcement Agreement
23-LE-11030500-048

**2023-
2027
OP PLAN**

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

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US Forest Service Law Enforcement & County of Cochise Sheriff's Office
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**2023-
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OP PLAN**

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)
FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345
FR 688 (4WD)- Stronghold Canyon West
FR 345- Middlemarch Road, Gordon Tank wash, Duran Well (4WD)
FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345
FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345
FR 84- Cochise Stronghold, East Stronghold Canyon, Jones Mountain.
FR 795 (4WD)- Carlink Spring, Kerwin Canyon, Broken Arrow Camp
FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Developed recreation site:

FR 84- East Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360
FR 360 (4WD)-Hog Canyon, intersects with FR 63
FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360 (Currently inaccessible).

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191
FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42
FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42
FR 713 (4WD)- intersects FR 42A, Ash Springs.
FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42
FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak
FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank
FR 356 –Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek
FR 41-West Turkey Creek, Sycamore, Intersects SR 181
FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon
FR 74E- Red Rock, Bathtub, Cypress Park
FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74

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US Forest Service Law Enforcement & County of Cochise Sheriff's Office
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FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovey Canyon
FR 275- Rattlesnake Canyon
FR 334- Centella Point
FR 243- Cima Park
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshoe Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Rucker Forest Camp
FR 41- Sycamore Campgrounds
FR 42- Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Campgrounds