

FS Agreement No. 23-LE-11015600-017

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

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between**  
**COUNTY OF KOOTENAI**  
**And The**  
**USDA, FOREST SERVICE**  
**IDAHO PANHANDLE NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between County of Kootenai, hereinafter referred to as "Kootenai County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, Idaho Panhandle 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 Kootenai County Sheriff's Office has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement Agreement

**I. PURPOSE:**

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

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

**II. THE KOOTENAI COUNTY SHERIFF'S OFFICE 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 the Kootenai County Sheriff's Office 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 the Kootenai County Sheriff's Office'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 Cooperativor. 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 frequencies 24 hours per day year round. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of the Kootenai County Sheriff's Office.
- M. Operate and maintain the Kootenai County Sheriff's Office radio equipment in accordance with Federal Communications Commission (FCC) regulations and operational parameters as established by this Agreement. Maintain administrative control of radio frequencies and be responsible for all uses of the frequency or frequencies listed in the Annual Operating Plan. The radio equipment shall be, and remain the property of the party who furnished it. Frequency use is limited to the restrictions imposed by the Radio Frequency Authorization (RFA) supplied by the U.S. Forest Service. Authorized radio frequencies may be installed in mobile and portable radios for operational use between the U.S. Forest Service and the Kootenai County Sheriff's Office as designated by each party.

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

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Kootenai County Sheriff's Office 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 the Kootenai County Sheriff's Office'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](mailto:sm.fs.asc_ga@usda.gov)

**Send copy to:**

Martin Badertscher  
U.S. Forest Service  
Northwest Zone Law Enforcement  
3232 West Nursery Road  
Coeur d'Alene, ID 83815  
Phone: (208) 765-7289  
E-Mail: [martin.badertscher@usda.gov](mailto:martin.badertscher@usda.gov)

- C. Operate and maintain the U.S. Forest Service radio equipment in accordance with National Telecommunications and Information Administration (NTIA) operational parameters as established by this Agreement. Maintain administrative control of radio frequencies and be responsible for all uses of the frequency or frequencies listed in the Annual Operating Plan. The radio equipment shall be, and remain the property of the party who furnished it. Frequency use is limited to the restrictions imposed by



the Federal Communications Commission (FCC) supplied by the Kootenai County Sheriff's Office (FCC License). Authorized radio frequencies may be installed in mobile and portable radios for operational use between the U.S. Forest Service and the Kootenai County Sheriff's Office as designated by each party.

**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>
Robert Norris, Sheriff Kootenai County Sheriff's Office 5500 N. Government Way Coeur d'Alene, ID 83815 Phone: (208) 446-1300 Email: <a href="mailto:rnorris@kcgov.us">rnorris@kcgov.us</a>	Mark Ellis, Lieutenant Kootenai County Sheriff's Office 5500 N. Government Way Coeur d'Alene, ID 83815 Phone: (208) 446-1300 Email: <a href="mailto:mellis@kcgov.us">mellis@kcgov.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>
Martin Badertscher Northwest Zone Law Enforcement Idaho Panhandle National Forest 3232 West Nursery Road Coeur d'Alene, ID 83815 Phone: (208) 765-7289 Email: <a href="mailto:martin.badertscher@usda.gov">martin.badertscher@usda.gov</a>	Matt Gordon 26 Fort Missoula Road Missoula, MT 59804 Phone: (406) 329-1012 Email: <a href="mailto:matthew.gordon@usda.gov">matthew.gordon@usda.gov</a>

- C. An Operating Plan will be negotiated 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 the Kootenai County Sheriff's Office'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 the Kootenai County Sheriff's Office performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Kootenai County Sheriff's Office. Law enforcement provided by the Kootenai County Sheriff's Office 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 Kootenai County Sheriff's Office'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 the Kootenai County Sheriff's Office for only the additional activities requested and not for activities that are regularly performed by the Kootenai County Sheriff's Office.
- K. Reimbursement may include the costs incurred by the Kootenai County Sheriff's Office 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 the Kootenai County Sheriff's Office 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; the Kootenai County Sheriff's Office shall ensure adequate safeguards and controls exist to protect loss or theft. The Kootenai County Sheriff's Office shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Kootenai County Sheriff's Office is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Kootenai County Sheriff's Office for and/or transferred to the Kootenai County Sheriff's Office 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 the Kootenai County Sheriff's Office using any Federal funding. Upon expiration of this agreement the Kootenai County Sheriff's Office 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 the Kootenai County Sheriff's Office'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 the Kootenai County Sheriff's Office in excess of the amount to which the Kootenai County Sheriff's Office 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 Kootenai County Sheriff's Office.
  - 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. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Kootenai County Sheriff's Office is/are approved to issue a contract, it shall be awarded on a competitive basis.
- V. This agreement in no way restricts the U.S. Forest Service or the Kootenai County Sheriff's Office from participating in similar activities with other public or private agencies, organizations, and individuals.
- W. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately





owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- X. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2027.
- Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



  
ROBERT NORRIS, Sheriff  
Kootenai County

2/9/2023  
Date

LESLIE DUNCAN, Commissioner  
Kootenai County Commissioners

Date

CARL PETRICK, Forest Supervisor  
U.S. Forest Service, Idaho Panhandle National Forest

Date

SCOTT BRAGONIER, Special Agent in Charge  
U.S. Forest Service, Northern Region

Date

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

MATTHEW GORDON  
Digitally signed by  
MATTHEW GORDON  
Date: 2023.02.08  
12:34:48 -0700'

MATT GORDON  
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-11015600-017

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

**EXHIBIT A**

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

**Between**

**County of Kootenai**

**And the**

**USDA, FOREST SERVICE**

**Idaho Panhandle National Forest**

**2023 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between County of Kootenai, hereinafter referred to as “the Kootenai County Sheriff’s Office,” and the USDA, Forest Service, Idaho Panhandle National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #23-LE-11015600-017. 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, 2023, unless modified during the annual review.

**2023 Total Annual Operating Plan: \$12,100.00**

**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.

**Designated Representatives Principal Contacts:**

**County**

Mark Ellis, Lieutenant  
Kootenai County Sheriff’s Office  
5500 N. Government Way  
Coeur d’Alene, ID 83815  
Phone: (208) 446-1300  
Email: [mellis@kcgov.us](mailto:mellis@kcgov.us)

Robert Norris, Sheriff  
Kootenai County Sheriff’s Office  
5500 N. Government Way  
Coeur d’Alene, ID 83815  
Phone: (208) 446-1300  
Email: [rnorris@kcgov.us](mailto:rnorris@kcgov.us)

**Forest Service**

Martin Badertscher, Patrol Captain  
Northwest Zone Law Enforcement  
Idaho Panhandle National Forest  
3232 West Nursery Road  
Coeur d’Alene, ID 83815  
Phone: (208) 756-7289  
Email: [martin.badertscher@usda.gov](mailto:martin.badertscher@usda.gov)



**Alternative Representatives:**

**County**

Kevin Smart, Patrol Captain  
Kootenai County Sheriff's Office  
5500 N. Government Way  
Coeur d' Alene, ID 83815  
Phone: (208) 446-1300  
Email: [ksmart@kcgov.us](mailto:ksmart@kcgov.us)

**Forest Service**

Dan Schneider, LEO  
Fernan Ranger District  
2502 E. Sherman Ave.  
Coeur d'Alene, ID 83814  
Phone: (208) 769-3010  
Email: [daniel.schneider@usda.gov](mailto:daniel.schneider@usda.gov)

Jackie Clark  
U.S. Forest Service, LE&I  
26 Fort Missoula Road  
Missoula, MT 59804  
Phone: (406) 396-9059  
Email: [jackie.clark3@usda.gov](mailto:jackie.clark3@usda.gov)

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

**\$0.655/mile** patrolled

Wages at the prevailing rate of **\$47.34/hour**.

Per diem rate is \$0/day

**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 Kootenai County Sheriff's Office 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:**

- FS road 268 Fernan Grade
- FS road 438 Beauty Creek
- FS road 439 Coeur d'Alene Mountain
- FS road 206 Hayden Creek
- FS road 437 Hayden Creek
- FS road 209 Coeur d'Alene river
- FS road 406 Five Fingers Saddle
- FS road 332 Bunco



- FS road 385 Independence Saddle/Crooked Ridge
- FS road 258 Cascade Saddle

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

**AREAS OF INTEREST:**

- Beauty Creek Campground
- 4<sup>th</sup> of July Recreation Area
- Marie Creek Trail head and parking area
- Coeur D'Alene Mountain overlook
- Coeur D'Alene river drainage disperse sites
- Honeysuckle Campground
- Horse Haven
- Canfield Parking Lot
- Fernan Saddle
- Nettleton Gulch
- Windy Ridge
- Five Fingers Saddle
- Bunco Parking Lot/Trail Head
- Lone Mountain Tree Farm
- English Point
- Mokins Bay Campground
- Rainy Hill Boat Launch
- Coeur d'Alene Nursery
- Hudlow Meadows
- Lookout Ridge
- Crooked Ridge
- Skitwish Ridge

Total reimbursement for this category shall not exceed the amount of: **\$12,100.00.**

**III. EQUIPMENT:**

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

All equipment purchases need to be submitted for review and approval by the Patrol Captain prior to the purchase.

Total reimbursement for this category shall not exceed the amount of: **49% of the total.**

**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 the Kootenai County Sheriff's Office 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 U.S. Forest Service pursuant to an incident resource order, the Kootenai County Sheriff's Office agrees to provide special services beyond those provided under Section II-A, within the Kootenai County Sheriff's Office resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Kootenai County Sheriff's Office will be compensated as outlined in Addendum A; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, or an official from the Incident Management Team managing the incident, Kootenai County Sheriff's Office personnel directly assigned to an incident where meals are provided will be entitled to such meals.  
  
Addendum A (attached) provides the specific information on the procedures and requirements for billing and requesting fire reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to Deanna Crawford, Regional Incident Business Coordinator at (406) 274-2995, [Deanna.Lewis1@usda.gov](mailto:Deanna.Lewis1@usda.gov).
  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.

**V. BILLING FREQUENCY:**

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

- A. The Kootenai County Sheriff’s Office will furnish **Quarterly** to the U.S. Forest Service, an itemized billing for reimbursement and a completed Cooperative Law Enforcement Activity Report (FS 5300-5). The billing shall include the U.S. Forest Service Agreement number, the section of the Annual Operating Plan the reimbursement is being requested under, and include such items as the number of trips, total mileage, Resource Order number if applicable, etc., and shall be in sufficient detail to allow the U.S. Forest Service to tie the expenditures back to the reimbursable expenses. For expenditures pursuant to conditions described in provision V-B-2 (Incident/Fire Emergencies), Addendum A. The Kootenai County Sheriff’s Office should certify the billings as being current and proper.
- B. **All invoices for 2023 activities must be submitted no later than March 31, 2024 to be considered for reimbursement.**
- C. The Kootenai County Sheriff’s Office will also furnish **Quarterly** to the U.S. Forest Service, a patrol log by each officer performing patrols pursuant to this Annual Operating Plan. This patrol log shall show the name of the deputy performing the patrol, dates the patrols were performed, and the reference to the Annual Operating Plan section for the patrol. Other items of format shall be mutually agreed upon.

The invoice and patrol logs should be forwarded as follows:

**Submit original invoice(s) for payment to:**  
 U.S. Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Avenue NE  
 Albuquerque, NM 87109 **OR:**  
**PREFERRED METHOD:**  
 Email: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

**Submit copies of invoice(s) and patrol logs to:**  
 Martin Badertscher, Patrol Captain  
 Northwest Zone Law Enforcement  
 U.S. Forest Service  
 Idaho Panhandle National Forest  
 3232 West Nursery Road  
 Coeur d’Alene, ID 83815  
 Phone: (208) 765-7289  
 Email: [martin.badertscher@usda.gov](mailto:martin.badertscher@usda.gov)

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



Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$12,100.00	NA
Equipment		49%
<b>Total</b>	<b>\$12,100.00</b>	

**Radio Frequencies  
Idaho Panhandle National Forest  
Coeur d'Alene River RD/Kootenai LE**

GROUP 59 - KOOTENAI LE						2021
Ch	Rec Freq	Rec CG	Tx Freq	Tx CG	Label	Band
1	167.25	123	162.2625	167.9	LE Mica	N
2	167.25	123	162.2625	131.8	LE Monument	N
3	167.25	123	162.2625	123	LE Faset	N
4	167.25	123	162.2625	136.5	LE Wardner	N
5	167.25	123	162.2625	156.7	LE Ltl Guard	N
6	167.25	123	162.2625	103.5	LE Dunn	N
7	167.25	123	167.25	123	LE C-C	N
8	169.1750	123.0	169.9250	167.9	Mica	N
9	169.1750	123.0	169.9250	131.8	Monument	N
10	158.805	072N	155.07	026N	SCS Silver	N
11	151.0925	192.8	155.07	141.3	SCS Baldy	N
12	155.07	0	155.07	0	SCS C-C	N
13	154.875	162.2	159.0675	162.2	BCS Little Blk	N
14	151.115	162.2	159.0675	162.2	BCS Hodo	N
15	168.025	0	168.025	0	FS LAW	N
16	155.28	0	155.28	156.7	EMS-2	N

GROUP 60 - FERNAN/CDA RIVER FS						2021
Ch	Rec Freq	Rec CG	Tx Freq	Tx CG	Label	Band
1	169.1750	123.0	169.9250	167.9	Mica	N
2	169.1750	123.0	169.9250	131.8	Monument	N
3	169.1750	123.0	169.9250	123.0	Faset	N
4	169.1750	123.0	169.9250	136.5	Wardner	N
5	169.1750	123.0	169.9250	156.7	Ltl Guard	N
6	168.7250	123.0	168.1250	167.9	ST Joe Baldy	N
7	168.7250	123.0	168.1250	103.5	Dunn Pk	N
8	168.7250	123.0	168.1250	131.8	Mid Sister	N
9	168.7250	123.0	168.1250	123.0	Marks Butte	N
10	168.7250	123.0	168.1250	156.7	Huckleberry	N
11	168.775	123	168.175	110.9	Spt Baldy	N
12	168.775	123	168.175	167.9	Lightning Mt	N
13	168.775	123	168.175	100	Ltl Blacktail	N





14	168.775	123	168.175	136.5	Lunch PK	N
15	168.025	0	168.025	0	FS LAW	N
16	155.28	0	155.28	156.7	EMS 2	N

### Kootenai CSO 700/800 Digital Trunking System

Approved Radio Channels:

Zone Name: 51 KC 700 1  
 Top Display Zone: Z51  
 Zone Announcement: <None>

▼ Channels Default 1

Position	Channel Name	Top Display Chan	Channel Type
▶ 1	1K-SD-1	1K-SD-1	Trk
2	1K-SD-2	1K-SD-2	Trk
3	1K-SD-3	1K-SD-3	Trk
4	1K-CPD-1	1K-CPD-1	Trk
5	1K-PFPD-1	1K-PFPD1	Trk
6	1K-SLPD-1	1K-SLPD1	Trk
7	1K-TRIBE-1	1KTRIBE1	Trk
8	ISP-PTRL-1	ISPPTRL1	Trk
9	1K-SWAT-1	1K-SWAT	Trk
10	1K-FED-1	1K-FED-1	Trk
11	1K-EVENT-1	1K-EVT-1	Trk
12	1K-EVENT-2	1K-EVT-2	Trk
13	1K-EVENT-3	1K-EVT-3	Trk
14	1K-EVENT-4	1K-EVT-4	Trk
15	1K-REG	1K-REG	Trk



Zone Name

Top Display Zone

Zone Announcement

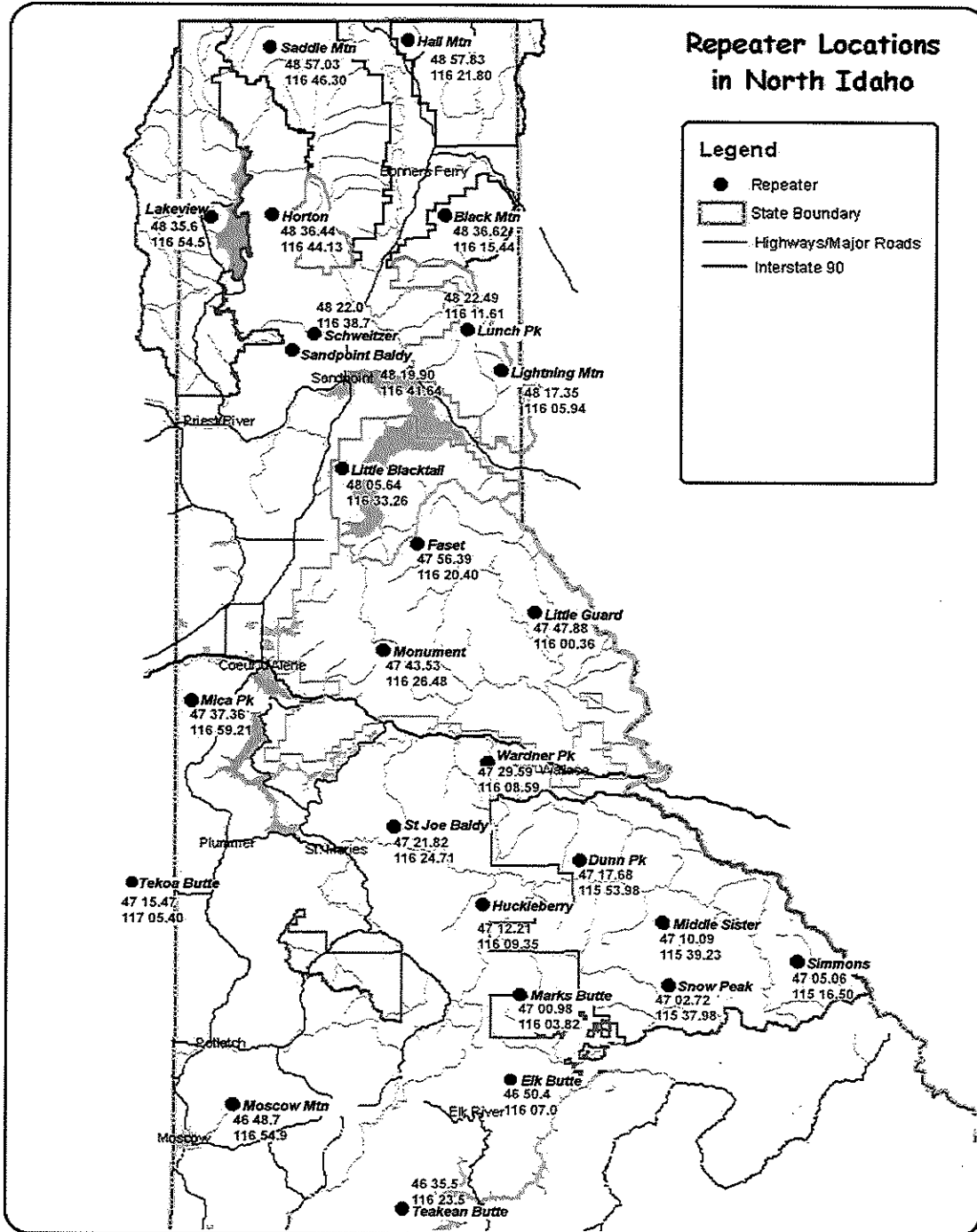
▼ Channels Default 1

Position	Channel Name	Top Display Channel	Channel Type
1	1K-SD-1	1K-SD-1	Trk
2	1K-CENT	1K-CENT	Trk
3	1K-FOPS-1	1K-FOPS1	Trk
4	1K-FOPS-2	1K-FOPS2	Trk
5	1K-FOPS-3	1K-FOPS3	Trk
6	1K-FOPS-4	1K-FOPS4	Trk
7	1K-FOPS-5	1K-FOPS5	Trk
8	1K-SAR	1K-SAR	Trk
9	AIR-1	AIR-1	Trk
10	AIR-2	AIR-2	Trk
11	AIR-3	AIR-3	Trk
12	1K-SD1-1 MICA	SD MICA	Trk
13	1K-CDAPD-1 CAN	CDA CAN	Trk
14	1K-KOOTEN-H	1K-KC H	Trk
15	1K-EMER	1K-EMER	Trk
16	1K-REG	1K-REG	Trk

**Note: The frequency data contained in this Exhibit is Controlled Unclassified Information (CUI) and is not releasable under the Freedom of Information Act.**



### Repeater Site Locations:





### Addendum A

#### **Region One Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Annual Operating Plan**

##### **Fire Emergencies:**

During fire emergencies, the U.S. Forest Service will reimburse the County for ACTUAL COSTS incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by U.S. Forest Service dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals are provided for county officials by the incident, they will be given in lieu of any per diem entitlements.

Administrative support (e.g. posting incident time, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the county's normal jurisdictional responsibilities such as enforcement, patrols, evacuations. 2. Automotive repairs, tires, and services are covered in the mileage rate.

##### **Billing Protocol:**

Documentation required to be submitted by the County to the U.S. Forest Service for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Breakout of actual costs:
  - Salary – Daily Crew Time Reports or timesheets of personnel signed by an Incident Management Team official, and Payroll Summary Report by hours and rate of pay per person per day.
  - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or U.S. Forest Service Signature) for purchase.



- Mileage – Summary by day by vehicle and personnel using the vehicle.

For questions concerning incident/fire emergencies, please contact Deanna Crawford, Regional Incident Business Coordinator at (406) 274-2995 (Deanna.Lewis1@usda.gov). Bills will be submitted to: Deanna Crawford, Incident Business Coordinator, U.S. Forest Service, Fire/Aviation/Air, 26 Fort Missoula Rd, Missoula, MT 59804.

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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