AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Service Contract- Forest Service & SO

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: July 1, 2020 **Term Ends:** 12/31/2020 **Grant Contract #:**

Summary:

This is a contract for the Forest Service to do campground runs within the County of Gunnison

Fiscal Impact: $5,500

Submitted by: John Gallowich **Submitter's Email Address:** jgallowich@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This is an agreement to reimburse costs associated with Sheriff Patrol Officers conducting campground checks. The Forest Service contracts with multiple counties for this service in our state. Officers will record these runs separately on their time reports, and be paid using a different payroll code so that reimbursement documents will be readily available. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/25/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 7/2/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/2/2020

Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/2/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/7/2020

Revised April 2015

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

Merna Fehlmann Digitally signed by Merna Fehlmann
Date: 2020.06.24 15:31:43 -06'00'

Merna Fehlmann
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.

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

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

C. 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	$5,500.00	100%
Training		
Equipment		
Special Enforcement Situations		
Total	**$5,500.00**	**100%**

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

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

JOHN GALLOWICH, Sheriff — Date
Gunnison County

CHAD STEWART, Forest Supervisor — Date
U.S. Forest Service, Grand Mesa, Uncompahgre &
Gunnison National Forest

GUNNISON COUNTY COMMISSIONER — Date

KENNETH PEARSON — Date
Special Agent in Charge, Region 2

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

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.

VI. BILLING FREQUENCY:

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

A. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Annual Operating Plan (AOP). The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the AOP, less any previous U.S. Forest Service payments. **Please put FS Agreement Number and performance dates on the invoice.**

B.

Submit original invoice(s) for payment to:	Send copy to:
USDA, Forest Service Albuquerque Service Center Payments – Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: (877) 687-4894 E-Mail: asc_ga@fs.fed.us	Brandon Cervantes, Patrol Captain U.S. Forest Service Southwest Zone 2250 S Main St Delta, CO 81416 Phone: 970-874-6624 E-Mail: brandon.cervantes@usda.gov

- Taylor Canyon/Taylor Park Campgrounds – all campgrounds including Spring Creek and Almont Campgrounds
- Crested Butte Area – Gothic, Cement Creek and Lake Irwin Campgrounds
- Paonia Patrol Area – Erickson Springs, McClure Pass, Lost Lake Campgrounds
- Pitkin/Ohio City Area – Quartz Creek, Pitkin, Gold Creek and Middle Court Campgrounds

Total reimbursement for this category shall not exceed the amount of: **$5,500.00.**

III. TRAINING:

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

Not Applicable this year

Total reimbursement for this category shall not exceed the amount of: Not Applicable

IV. EQUIPMENT:

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

Not Applicable this year

Total reimbursement for this category shall not exceed the amount of: Not Applicable

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual 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 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.

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Brandon Cervantes, Patrol Captain 2250 S Main St Delta, CO 81416 970-874-6624 FAX: 970-874-6698 Email: brandon.cervantes@usda.gov **Field Contact** Mike Fuller 216 N Colorado St Gunnison, CO 81230 970-642-4428 Fax: 970-642-4469 Email: michael.fuller@usda.gov	Merna Fehlmann 2250 S Main St Delta, CO 81416 970-874-6606 FAX: 970-874-6686 Email: merna.fehlmann@usda.gov **Payment Approver** Brandon Cervantes 970-874-6624 Email: brandon.cervantes@usda.gov **Alternate Payment Approver (in NRM)** Misty Mitchell 970-874-6638 Email: misty.mitchell@usda.gov

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

Wages at the prevailing rate of $45 per hour

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities and day-to-day needs of both Gunnison County Sheriff 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 roads:

- Taylor Canyon/Taylor Park area, FDR #742, Rocky Brook/Spring Creek road, FDR #744/748
- Pitkin area, FDR #765 from Pitkin to Quartz Creek Campground
- Crested Butte area, FDR #317, from Gothic Town Site to Schofield Pass.

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

FS Agreement No. 20-LE-11020400-022

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
GUNNISON COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST

2020 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gunnison County Sheriff's office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11020400-022 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning on the date of the last signature and ending December 31, 2020.

Previous Year Carry-over: $0
Current Calendar Year Obligation: $5,500
CY2020 Total Annual Operating Plan: $5,500

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
John Gallowich, Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: jgallowich@gunnisoncounty.org	Richard "Scott" Jackson, Under Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: sjackson@gunnisoncounty.org

CHAD STEWART, Forest Supervisor
U.S. Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests

Date

Date

County Commissioner

KENNETH PEARSON
Special Agent in Charge, Region 2

Date

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

Merna Fehlmann

Digitally signed by Merna Fehlmann
Date: 2020.06.24 15:32:06 -06'00'

Merna Fehlmann
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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

terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

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

T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2024.

W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

_____

JOHN GALLOWICH, Sheriff — Date
Gunnison County Sheriff's Office

the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

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

M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.

N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to the Cooperator.

3. Taking other action permitted by statute.

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

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the

F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.

G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the 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 Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

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

Field Contact Mike Fuller 216 N Colorado St Gunnison, CO 81230 Telephone: 970-642-4428 Fax: 970-642-4469 Email: michael.fuller@usda.gov	**Payment Approver** Brandon Cervantes Telephone: 970-874-6624 Email: brandon.cervantes@usda.gov **Alternate Payment Approver (in NRM)** Misty Mitchell Telephone: 970-874-6638 Email: misty.mitchell@usda.gov

C. An Annual 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, (*see related Provision IV-W)* funds not spent will be deobligated.

D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:

1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:	**Send copy to:**
USDA, Forest Service Albuquerque Service Center Payments – Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: (877) 687-4894 E-Mail: asc_ga@fs.fed.us	Brandon Cervantes, Patrol Captain U.S. Forest Service Southwest Zone 2250 S Main St Delta, CO 81416 Phone: 970-874-6624 E-Mail: brandon.cervantest@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**
John Gallowich, Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: jgallowich@gunnisoncounty.org	Richard "Scott" Jackson, Under Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: sjackson@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	**U.S. Forest Service Administrative Contact**
Brandon Cervantes, Patrol Captain 2250 S Main St Delta, CO 81416 Telephone: 970-874-6624 FAX: 970-874-6698 Email: brandon.cervantes@usda.gov	Merna Fehlmann Grants & Agreements Specialist 2250 S Main St Delta, CO 81416 Phone: 970-874-6606 FAX: 970-874-6698 Email: merna.fehlmann@usda.gov

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for the 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 Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make

FS Agreement No. 20-LE-11020400-022

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
GUNNISON COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE & GUNNISON NATIONAL FORESTS

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

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

Title: Cooperative Law Enforcement

I. PURPOSE:

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

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

II. THE COOPERATOR SHALL:

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

B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

John Gallowich

From: Reese - CDPS, Collin <collin.reese@state.co.us>
Sent: Wednesday, June 17, 2020 3:19 PM
To: John Gallowich
Subject: Test2

[EXTERNAL SENDER - USE CAUTION]

Test2

Collin L. Reese
Agent-In-Charge
Grand Junction Investigative Services

P 970-248-7470 I F 970-248-7464 I C 970-901-7025
12797 Justice Drive, Grand Junction, CO 81506
collin.reese@state.co.us I www.colorado.gov/cbi