

## REQUEST FOR BUDGET AMENDMENT BUDGET YEAR 2010

Date: December 21, 2009

Date approved: \_\_\_\_\_  
(To be completed by Auditor)

Department: Sheriff

Amount of Requested Budget Amendment: \$9,902.00

### Reason for budget amendment:

To provide reimbursable services for the enforcement of State and local laws relating to the protection of persons and property on the public lands.

**Expenditures:** Indicate by budget codes in detail the type of expenses that will be associated with this budget amendment request: (salaries, benefits, supplies, capital outlay, etc)

130020351002	\$ 8647.60
130020352001	\$ 661.54
130020352002	\$ 19.52
130020352003	\$ 519.72
130020352006	\$ 53.62

Total \$ 9902.00

**Revenue:** Indicate by budget codes in detail the type of revenue that will be funding the above budget amendment request: (grants, fees, etc)

(BLM #09-036)

001.30.02.03.338.21 \$9,902.00



Authorized Signature



Approved by Board of County Commissioners:

Date January 5, 2010



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0010017186		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER L09PX01857		5. SOLICITATION NUMBER	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Donald L Vicena		b. TELEPHONE NUMBER (No collect calls) 509-536-1234		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY  L OR-SPOKANE DIST OFC(ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <div style="display: flex; justify-content: space-between;"> <div> NAICS: 922120  SIZE STANDARD: </div> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> EMERGING SMALL BUSINESS  <input type="checkbox"/> SOLE SOURCE  <input type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.		13b. RATING	
15. DELIVER TO BLM-OR SPOKANE DISTRICT OFFICE* 1103 N FANCHER SPOKANE WA 99212-1275		CODE 0004276620		16. ADMINISTERED BY L OR-SPOKANE DIST OFC(ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212		CODE LHW	
17a. CONTRACTOR/OFFEROR COUNTY OF KITTITAS 205 WEST 5TH - SUITE 105 ELLENSBURG WA 98926-2891		CODE 0070136992 FACILITY CODE		18a. PAYMENT WILL BE MADE BY OC622 - PAYMENTS SECTION BUREAU OF LAND MANAGEMENT DENVER FEDERAL CENTER, BLDG. 50 POB 25047 Denver CO 80225		CODE L000 INV	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	LE CONTRACT WITH KITTITAS COUNTY SD Suggested CO: D.VICENA Suggested COR: T.NICOULIN Delivery: 12/31/2010 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLOR990000 Functional Area: L07770900.XZ0000 Fund: XXXL1109AF Fund Center: LLOR990000 Asset Sub Number: 0000 PR Acct Assign Line: 01 Period of Performance: 05/20/2010 to 12/31/2010 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 01						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR Gene Dana, Sheriff				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) 			30c. DATE SIGNED 12/23/09		31b. NAME OF CONTRACTING OFFICER (Type or print) Donald L Vicena		31c. DATE SIGNED 09/05/2009

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	<p>KCSD LE PATROLS</p> <p>WORK SHALL BE PERFORMED IAW THE ATTACHED SUPPORTING DOCUMENTS.</p> <p>PATROLS ARE REQUIRED THROUGH 9-30-2009, HOWEVER THE P.O. SHALL REMAIN VALID UNTIL 12-31-2009 FOR THE PURPOSES OF PROCESSING PAYMENTS.</p> <p>The total amount of award: \$15,000.00. The obligation for this award is shown in box 26.</p>				15,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

☐ RECEIVED☐ INSPECTED☐ NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0001		09/11/2009		0010017557	
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
L OR-SPOKANE DIST OFC (ORW00)		LHW		CODE LHW	
1103 N FANCHER ROAD				L OR-SPOKANE DIST OFC (ORW00)	
SPOKANE WA 99212				1103 N FANCHER ROAD	
				SPOKANE WA 99212	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>				<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
COUNTY OF KITTITAS				(X)	
205 WEST 5TH - SUITE 105					
ELLENSBURG WA 98926-2891				<b>9B. DATED (SEE ITEM 11)</b>	
				<b>X 10A. MODIFICATION OF CONTRACT/ORDER NO.</b>	
				L09PX01857	
				<b>10B. DATED (SEE ITEM 13)</b>	
				09/04/2009	
<b>CODE</b>		<b>FACILITY CODE</b>			
0070136992					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Net Increase:

\$10,000.00

01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<b>X</b>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b> FAR PART 43.103 (a)
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

LE CONTRACT WITH KITTITAS COUNTY SD

Suggested CO: D.VICENA Suggested COR: T.NICOULIN

LIST OF CHANGES:

Reason for Modification : Supplemental Agreement for work within scope.

FUNDING IN THE AMOUNT OF \$10,000.00 IS HEREBY OBLIGATED TO COVER ADDITIONAL LAW ENFORCEMENT PATROLS BY THE KITTITAS COUNTY SHERIFF'S DEPARTMENT DEPUTIES ON BLM LANDS.

Total Amount for this Modification: \$10000.00

New Total Amount for this Version: \$10000.00


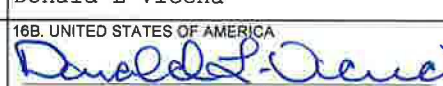
New Total Amount for this Award: \$25,000.00

Delivery: 12/31/2010

Delivery Location Code: 0004276620

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
Gene Dana, Sheriff		Donald L Vicena	
<b>15B. CONTRACTOR/OFFEROR</b>		<b>16B. UNITED STATES OF AMERICA</b>	
			
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
<b>15C. DATE SIGNED</b>		<b>16C. DATE SIGNED</b>	
12/23/09		09/11/2009	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

09-15-09 07:28 RCVD

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED L09PX01857/0001	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF KITTITAS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BLM-OR SPOKANE DISTRICT OFFICE* 1103 N FANCHER SPOKANE WA 99212-1275 US  Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLOR950000 Functional Area: L10300000.NU0000 Fund: XXXL1109AF Fund Center: LLOR950000 Asset Sub Number: 0000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 05/20/2010 to 12/31/2010  Add Item 00011 as follows:				
00011	KCSD LE PATROLS  FUNDING IN THE AMOUNT OF \$10,000.00 IS HEREBY OBLIGATED TO COVER ADDITIONAL LAW ENFORCEMENT PATROLS BY THE KITTITAS COUNTY SHERIFF'S DEPARTMENT DEPUTIES ON BLM LANDS.  WORK SHALL BE PERFORMED IAW THE STATEMENT OF WORK AND SUPPORTING DOCUMENTS THAT WERE INCLUDED IN THE BASE AWARD. THERE ARE NO OTHER CHANGES.				10,000.00



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 12/07/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY LHW		7. ADMINISTERED BY (If other than Item 6) LHW	
L OR-SPOKANE DIST OFC (ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212		L OR-SPOKANE DIST OFC (ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212		12-09-09 11:36 RCVD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF KITTITAS 205 WEST 5TH - SUITE 105 ELLENSBURG WA 98926-2891		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 0070136992		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. L09PX01857	
				10B. DATED (SEE ITEM 13) 09/04/2009	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR PART 43.103 (a)
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

LE CONTRACT WITH KITTITAS COUNTY SO

Suggested CO: D.VICENA Suggested COR: T.NICOULIN

**LIST OF CHANGES:**

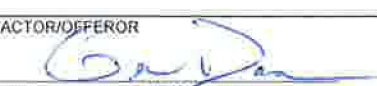

SOME MINOR EDITS TO THE STATEMENT OF WORK HAVE BEEN COMPLETED, MOST NOTABLY THE REGULAR TIME AND OVERTIME COST PER HOUR FOR LINE DEPUTIES, ALSO IN THE BASE AWARD DOCUMENT THE "FOOTER TEXT" IDENTIFIED THE DATES OF PERFORMANCE AS FOLLOWS:

WORK SHALL BE PERFORMED IAW THE ATTACHED SUPPORTING DOCUMENTS.

PATROLS ARE REQUIRED THROUGH 9-30-2009, HOWEVER THE P.O. SHALL REMAIN VALID UNTIL 12-31-2009 FOR THE PURPOSES OF PROCESSING PAYMENTS.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Gene Dana, Sheriff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald L Vicena	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/23/09	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/07/2009

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
L09PX01857/0002PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF KITTITAS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	THE YEAR OF VALIDATION IS 2010 FOR PROCESSING PAYMENTS. THERE ARE NO OTHER CHANGES. Period of Performance: 05/20/2010 to 12/31/2010				

**REIMBURSABLE LAW ENFORCEMENT ORDER FOR SERVICES  
STATEMENT OF WORK**

**Scope of Work**

- (a) The purpose of this contract is to obtain law enforcement services as needed to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of the public lands. The Kittitas County Sheriffs Office (KCSO) will enforce the civil and criminal laws of the State and/or county on the public lands, waters, roads, and trails administered by the BLM with reimbursement by the BLM, in accordance with the actual costs associated with conducting these patrols, to include: current wages of law enforcement personnel, mileage, and other vehicle costs associated with vehicle patrols, if necessary.
- (b) The services requested by the BLM are of an extraordinary nature outside the scope of the KCSO's normal and routine law enforcement activities on the public lands.

**General Work Requirements**

- (a) Provide reimbursable services as listed, for the enforcement of State and local laws relating to the protection of persons and property on the public lands. The lack of any specific request by the BLM will not limit the authority of the KCSO to respond to any situation in a fashion seen fit under State or local law.
  - KCSO will coordinate with the designated BLM Point of Contact (POC) regarding patrol needs and to exchange law enforcement information of benefit to both the county and the BLM.
  - KCSO agrees to conduct patrols *by motorized vehicle, foot, ATV or boat* for the BLM lands within Kittitas County, with most efforts and time spent within the Yakima River Canyon and also at the Liberty site.
  - KCSO will provide one deputy under authority of this contract, in addition to the normal availability of deputies available for patrols of the public lands, waters, roads, and trails administered by the BLM within the confines of Kittitas County. The deputy will work a regularly scheduled tour on such lands, waters, roads, and trails with special attention given to the BLM land within the Yakima River Canyon and also the Liberty site. Assignment will be for the period of this contract. Patrols will focus on preventing violations of laws and regulations, safety of visitors and government employees and the investigation of crimes.
  - KCSO will provide coverage, on national holidays and weekends, between and including Memorial Day weekend 2010 and September 30th, 2010 to assure that adequate patrols on BLM administered land within the Yakima River Canyon and the Liberty site will be made. Patrols will focus on preventing violations of laws and regulations, safety of visitors and government employees and the investigation of crimes. These patrols will be made during hours which will be determined by the BLM POC and the KCSO POC. Assignment will be for the period of this contract.
  - When requested by the BLM, the KCSO agrees to dispatch additional sworn deputies within workforce capabilities, to assist in special operations (i.e., marijuana eradication, special



events, execution of warrants) or for other unforeseen or emergency situations.

- KCSO agrees to make patrols with specific attention paid to patrols that will focus on preventing violations of laws and regulations, safety of visitors and government employees and the investigation of crimes. The patrols will be made during hours which will be determined by the coordinating efforts between the BLM POC and the KCSO POC. Patrols will be made an average of *eight hours per weekend day and national holidays on Mondays*. The number of patrols during any given weekend day or national holiday will depend on availability of deputies to fill the patrols.
- (b) Sworn personnel assigned to duties under this contract will be paid employees of the Kittitas County Sheriffs Office who have complied with the minimum standards as required by the Washington Criminal Justice Training Commission and that such deputies have not been convicted of a misdemeanor crime of domestic violence and is not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g)(9).
- (c) The Kittitas County Sheriffs Office will ensure that sworn personnel assigned to duties on Public Lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa - 470 ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 - 3013), regarding skeletal remains. Also, ensure that the Kittitas County Sheriffs Office personnel conducting the patrols, are instructed that, if possible, not to disturb what possibly may be an archaeological site, on the belief that the presence of skeletal remains is indicative of a crime scene over which they have jurisdiction, without first checking with appropriate BLM Ranger and/or District/Field management personnel.
- (d) The Kittitas County Sheriffs Office will furnish the designated BLM POC quarterly reports of all noted law enforcement activities related to (1) Number of patrols made ; (2) hours worked; (3) arrests and citations made on public lands- misdemeanors and felonies; (4) incidents investigated or responded to; (5) assistance given to BLM personnel; and (6) an itemized list of all reimbursable services requested by the BLM setting forth requestor, date, and services provided; (7) Copies of all patrol logs, case reports and subject F.I. information.

### **Financial Support**

- (a) KCSO will bill the BLM by sending an invoice to the National Operations Center (NOC) P.O. Box 25047, Denver, CO 80225. A copy of the invoice and itemized documentation in support of all expenses will be sent to Ranger Tim Nicoulin at the Wenatchee Field Office at the same time the invoice is sent to the NOC. The designated BLM POC will certify all invoices for accuracy and verify that patrols were performed within the standards stated above. A copy of the above mentioned backup documentation/reports should be retained in the contract file and/or with the designated BLM POC.
- (b). Rate Schedule for Reimbursable Services.

(1) It is mutually understood that 5 percent of the assigned Deputy's time may be utilized by the Sheriff in duties not related to this agreement, including search and rescue, without necessitating the need for an adjustment in reimbursement agreed upon.

(2) An invoice and monthly reports will be furnished at the end of each month to the BLM's COR, with a certification that the services have been performed.

(3) It is further mutually agreed that the sum of \$15,000 represents the maximum dollar amount for which the BLM will be responsible under the terms of this agreement during the Federal fiscal year. The Federal Government is not obligated to pay, nor is the Sheriff obligated to perform, any effort that will require the expenditure of funds above the total dollar amount set forth above. If at any time the Sheriff anticipates that additional funds will be required to perform the work set forth in this agreement, the Sheriff shall notify the COR, except in emergencies, at least 30 days before the anticipated date funds will be depleted.

(4) The Bureau agrees to reimburse the County at the rates below:

Reserve deputies at \$20.00 per hour  
Line deputies at \$55.00 per regular hour  
Line deputies at \$65.00 per overtime hour  
Total reimbursable \$15,000.00 (per federal fiscal year)

(c) Electronic Funds Transfer Payments

(1) Payment under this agreement will be made by the Government by electronic funds transfer through the Automated Clearing House (ACH).

(2) After award, but no later than 14 days before an invoice request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (ACH Form, attached), and shall submit this designation to the following address:

Bureau of Land Management  
National Business Center, BC-620  
Denver Federal Center, Bldg. 50  
PO Box 25047  
Denver, CO 80225-0047

**Key officials**

A. Contracting Officer (CO)

Don Vicena  
Bureau of Land Management  
Spokane District Office  
1103 North Fancher  
Spokane, WA 99212

Telephone Number (509)536-1234

B. Contracting Officer's Representative (COR)

Tim Nicoulin, Jr.  
Bureau of Land Management  
Spokane District – Wenatchee Field Office  
915 North Walla Walla  
Wenatchee, WA 98801  
Telephone Number (509) 665-2152

C. Responsible Official

Undersheriff Clayton Myers  
Kittitas County Sheriff  
307 W. Umptanum Road  
Ellensburg, Washington 98926  
Telephone Number (509)962-7525

(1) Each party will furnish the other written information necessary for mutual enforcement operations.

(2) Any issues that the BLM COR and the Sheriff cannot reconcile will be referred to the CO and any county board or commission or individual county official who the Sheriff designates for mutual resolution of the issues.

**Terms**

A. This purchase order is effective as of date of signing and shall remain in effect through December 31, 2010, unless terminated in accordance with the applicable provisions of FAR 2005-15.

**Special Terms and Conditions**


A. Modifications

This purchase order may be modified by written agreement signed by both the Kittitas County Sheriff and the Contracting Officer. Modifications must be within the scope of this instrument. Administrative changes (i.e., C.O. name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the Contracting Officer.

## B. Fire Severity Patrols

In the event that BLM receives Fire Severity funding from the Oregon State Office the KCSO at the direction of the Spokane District Office's Law Enforcement Officer shall perform Fire Severity Patrols. The reimbursement costs shall be IAW the rates identified under the Financial Support section paragraph (b) (4). The amount expected for severity funding this field season is \$10,000.00. Modifications (SF-30) will be issued to Purchase Order L09PX01857 once this funding becomes available and will be sent to the KCSO, a signature on the SF-30 will not be required.

Signatory Page

  
Gene Dana  
Kittitas County Sheriff  
12/17/09  
Date

  
Donald L. Vicena  
Contracting Officer  
1-15-10  
Date

  
Kittitas County Commissioner  
1-4-10  
Date

  
Kittitas County Commissioner  
1/5/10  
Date

  
Kittitas County Commissioner  
1/5/10  
Date



  
BLM / SAC  
1-26-10  
Date

  
BLM / State Director  
1/26/10  
Date

  
Stephanie Harpold, Civil DPA  
#38112