

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between the
EL DORADO COUNTY SHERIFF'S DEPARTMENT
And the
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
ELDORADO NATIONAL FOREST
And
LAKE TAHOE BASIN MANAGEMENT UNIT

This Cooperative Law Enforcement Agreement (agreement) is entered into by and between the **El Dorado County Sheriff's Department**, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Forest Service, **Eldorado National Forest** and **Lake Tahoe Basin Management Unit**, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, P.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 a limited amount of financing to meet their responsibility of enforcing these laws.

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 (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*
- 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.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the 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 Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.
- F. Shall furnish their tax identification number upon execution of this agreement pursuant to the Debt Collection Improvement Act of 1996, as amended by Public Law 104-134. The Cooperator also

agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such Cooperator's relationship with the Government, has hereby been given.

- G. Complete and furnish the 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 by the Cooperator during regular duties.
- H. Provide the 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.
- I. Bill the Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H and IV-O.*
- J. Give the 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" includes 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.
- K. 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: (a) Title VI of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary Cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such Cooperators' programs that are produced by the Cooperator for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text that "This institution is an equal opportunity provider."

III. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The 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 Operating Plan, less any previous Forest Service payments. *See related Provisions II-I and IV-H.* The invoice 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
FAX: (877) 687-4894

Send copy to:

Dennis Cullen, Patrol Captain
USDA Forest Service
Eldorado National Forest
100 Forni Road
Placerville, CA 95667
Phone: 530-642-5130
Fax: 530-642-5197
E-Mail: dcullen@fs.fed.us

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:

Cooperator Contact

Jeff Neves
Sheriff, El Dorado County
300 Fair Lane
Placerville, CA 95667

Forest Service Contact

Dennis Cullen
Patrol Captain
Eldorado National Forest
100 Forni Road
Placerville, CA 95667

Phone: 530-621-5655
FAX:
E-Mail:

Phone: 530-642-5130
FAX: 530-642-5197
E-Mail: dcullen@fs.fed.us

Cooperator Admin. Contact

El Dorado County
300 Fair Lane
Placerville, CA 95667
Phone:
FAX:
E-Mail:

Forest Service Admin. Contact

Charles Strong
Law Enforcement Assistant
Shasta Trinity National Forest
3644 Aytech Parkway
Redding, CA 96002
Phone: 530-226-2592
FAX: 530-226-2472
E-Mail: cstrong@fs.fed.us

- C. 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 Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. 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-J.
 6. Billing frequency requirement(s). *See related Provisions II-I 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 Forest Service Agreements Coordinator.
- E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- F. 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.
- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

- H. Reimbursable Cooperator enforcement expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which the Cooperator is normally able to provide.
- I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the Cooperator to provide additional special enforcement activities. The Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- J. 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 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 Cooperator or Forest Service equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

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

- K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the 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 any equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The Forest Service will issue disposition instructions within 120 calendar days.

(Disposition of equipment shall be in accordance with regulations contained in 7 CFR 3016.32 – Equipment.)

- L. When no equipment or supplies are approved for purchase under an Operating Plan, Forest Service funding under this agreement is not available for reimbursement of Cooperator purchase of equipment or supplies.
- M. 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.

N. 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 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 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.

O. DUNS NUMBER (5/04): The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

P. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.

The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725

Q. 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 Forest Service is not obligated to fund any changes not properly approved in advance.

R. The Forest Service by written modification to this agreement may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the execution date of the agreement, including the subsequent performance periods.

S. Execution of this agreement terminates Cooperative Law Enforcement Agreement No. 02-LE-11051360-049 executed between the parties on 04/09/2003.

FS Agreement No.
Cooperator Tax ID No.
Cooperator DUNS No.
Cooperator Agreement No.

08-LE-11051360-002
94-6000511 C
132428496

5/23/08

EL DORADO COUNTY

USDA FOREST SERVICE

X

RUSTY DUPRAY DATE
Chairperson, Board of Supervisors

X

RONALD W. PUGH DATE
Special Agent in Charge
Pacific Southwest Region

The authority and format of this instrument
has been reviewed and approved for
signature.

THEODORIS BROUSSARD DATE
Grants & Agreements Specialist
R5, RO AQM Operations

EXHIBIT A

**FY2008 FINANCIAL AND OPERATING PLAN for COOPERATIVE PATROL
US Forest Service, Eldorado National Forest and
Lake Tahoe Basin Management Unit – El Dorado County Sheriff's Department**

FY 2008 Total Allocation: \$31,000.00

El Dorado County Fed Tax ID: 94-6000511 C

This Annual Operating and Financial Plan is made and agreed to as of the last date signed below and is for the period beginning _____ and ending September 30, 2008.

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the El Dorado County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Eldorado National Forest and Lake Tahoe Basin Management Unit, hereinafter referred to as the Forest Service, under the provisions of Cooperative Law Enforcement Agreement 08-LE-11051360-002.

I. GENERAL:

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

Designated Representatives:

Cooperator:

Jeff Neves
Sheriff, El Dorado County
300 Fair Lane
Placerville, CA, 95667
Voice: 530-621-5655
Fax:
E-Mail:

Forest Service:

Dennis Cullen
Patrol Captain,
Eldorado National Forest
100 Forni Road
Placerville, CA 95667
Voice: 530-642-5130
Fax: 530-642-5197
E-Mail: dcullen@fs.fed.us

Gary Barnett
Patrol Captain, Lake Tahoe Basin Management Unit
9646 Donner Pass Road
Truckee, CA 96161-2949
Voice: 530-587-3558 ext. 237
Fax: 530-587-4857
E-Mail: gbarnett@fs.fed.us

Alternate Representatives:

Cooperator:

Watch Commander
El Dorado County Sheriff's Office
300 Fair Lane
Placerville, CA 95667
Central Dispatch: 530-621-6600

Forest Service:

Kelly Wight, Ken Marcus, Jeramiah Laudenslager,
Scott McIntyre, Jennifer Linn (ENF);
Laura Clarke and Greg Knox (LTBMU)
Law Enforcement Officers, Eldorado National Forest
And Lake Tahoe Basin Management Unit
100 Forni Road
Placerville, CA 95667
Command Center: 530-642-5170

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

Salary (base)	\$37.00 per hour includes fringe benefits and equipment costs
Salary (overtime)	\$59.38 per hour includes fringe benefits and equipment costs

II. PATROL ACTIVITIES:

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the 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 Forest Service roads:

All National Forest System roads within the Eldorado National Forest and Lake Tahoe Basin Management Unit, including 4x4 roads where possible. Patrols will be scheduled during known or anticipated high use periods, such as holiday weekends, scheduled events and routine weekend use.

- a. Patrols are to be made in a marked Sheriff's vehicle. The assigned Deputies will possess a radio capable of operating on Forest Service frequencies or other jointly available frequencies and will maintain communications with the Forest Service LEOs and Camino ECC. Duties for that day or time period scheduled will be entirely Forest Service oriented, and as such, the assigned Deputy will not be available for routine calls for service.
- b. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. For Eldorado NF patrol, the logs shall be faxed at the end of each shift to the Patrol Captain (530) 642-5197. These logs must accompany the request for reimbursement for both units.

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

Georgetown Ranger District: Including but not limited to, Stumpy Meadows, Black Oak, and Bear Creek Campgrounds and various dispersed areas.

Pacific Ranger District: Including, but not limited to, campgrounds and areas of concentrated public use in the Crystal Basin, including the Ice House, Union Valley, Loon Lake, Gerele Creek and Wrights Lake areas.

Placerville and Amador Ranger Districts: Including, but not limited to, Sand Flat, China Flat, Pipi, Silverfork, Lover's Leap, and Capp's Crossing campgrounds; Indian Springs, Eagle Rock, 42 mile, and Bridal Vail Picnic Areas; as well as dispersed camping and picnic areas in both Districts.

Lake Tahoe Basin Management Unit: Including, but not limited to, campgrounds and areas of concentrated use including the Fallen Leaf Lake area, Pope/Baldwin Beach recreation areas, Keva Beach, Eagle Falls, and Bayview, as well as dispersed use areas, especially areas with a history of juvenile parties.

- a. Patrols are to be made in a marked Sheriff's vehicle as well as on foot, bicycle or horseback. The assigned Deputies will possess a radio capable of operating on Forest Service frequencies or other jointly available frequencies and will maintain communications with the Forest Service LEOs and either Camino or Grass Valley ECC. Duties for that day or time

period scheduled will be entirely Forest Service oriented, and as such, the assigned Deputy will not be available for routine calls for service, unless approved by a designated representative.

- b. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. For Eldorado NF patrol, the logs shall be faxed at the end of each shift to the Patrol Captain (530) 642-5197. These logs must accompany the request for reimbursement for both units.
3. Cooperator will notify Camino ECC (530) 642-5170 of all known injury/fatality incidents that occur on National Forest System lands as soon as possible.
 4. The Cooperator will furnish a proposed Forest patrol schedule to the Forest Service for review that concentrates on holiday weekends, special event and weekends. Patrols will normally occur between Memorial Day and Labor Day weekends, but may be conducted on a call-as-needed basis with Forest Service approval. The Forest patrol schedule will be implemented upon the concurrence of the Cooperator and the Forest Service. Forest patrols will be provided as Cooperator staffing allows.

This amount shall be allocated as follows:

Eldorado National Forest.....	\$26,000
Lake Tahoe Basin Management Unit.....	\$5,000

Cooperator **May NOT** change this allocation without prior written approval of the Forest Service.

Total allocation for this category shall not exceed the amount of:\$31,000.00

III. REIMBURSEABLE SERVICES REQUESTED BY THE COOPERATOR:

None

IV. EQUIPMENT:

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Eldorado National Forest Patrol Captain.

The Cooperator will account for and track these items, and will return them to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of the equipment.

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 Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

V. BILLING FREQUENCY:

For services requested in item II, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2008.

- a. Mail copies of itemized billing statements & patrol logs to:

Dennis Cullen
Patrol Captain
Eldorado National Forest
100 Forni Road
Placerville, CA 95667

- b. The Albuquerque Service Center is the payment center for all payments. Do not send back up documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following 3 options:

1. US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
1001 B Sun Ave NE
Albuquerque, NM 87109
2. Or fax to: 877.687.4894 – Attn: Payments, Grants & Agreements
3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the CCR registration of the County Sheriff's DUNS# on the Central Contractors Registration (CCR) website at www.ccr.qov for the verification of the EFT (Electronic Funds Transfer) banking information.

County Grants and Agreements Specialist

Date

IN WITNESS WHEREOF, the parties hereto have executed this Annual Operating and Financial Plan as of the last date written below.

Attests: MARGARET E. MOODY
Clerk of the Board of Supervisors

Date

RUSTY DUPRAY
Chairperson, Board of Supervisors

Date

JEFF NEVES
Sheriff, El Dorado County

Date

RAMIRO VILLALVAZO
Forest Supervisor, Eldorado National Forest

Date

TERRI MARCERON
Forest Supervisor, Lake Tahoe Basin Management Unit

Date

RONALD W. PUGH
Special Agent in Charge, Region 5

Date

The authority and format of this instrument has been reviewed and approved for signature.

THEODORIS BROUSSARD
Grants & Agreements Specialist
R5, RO AQM Operations

DATE

Job Code: NFLE05 1360 \$31,000 Patrol

Law Enforcement Billing Summary
 PATROL

USDA Forest Service, Eldorado NF	County: EL DORADO
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: Coop Patrol Controlled Substance Operations

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$

Certification Statement

County Sheriff		USFS Patrol Captain	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Patrol Captain	Date

EXHIBIT B

**FY 2008, FINANCIAL AND OPERATING PLAN for Controlled Substance Operations
USFS, Eldorado National Forest and Lake Tahoe Basin Mangement Unit
And Sheriff, El Dorado County**

FY 2008 Total Allocation \$15,000.00

El Dorado County Federal Tax ID: 94-6000511C

This Annual Financial and Operating Plan for Controlled Substances (Operating Plan) is hereby made and entered into as of the last date signed below and is for the period beginning _____ and ending September 30, 2008.

Pursuant to IV.1 of the Cooperative Law Enforcement Agreement between El Dorado County Sheriff's Department (Cooperator) and the U.S. Department of Agriculture, Forest Service, Agreement No. 08-LE-11051360-002, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities.

A. The *Forest Service* agrees:

1. To reimburse the Cooperator for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a Forest Service approved aircraft with a minimum of one Forest Service observer on board, unless waived by the Forest Service.
2. To reimburse the Cooperator for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.

- d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse the Cooperator for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the Forest Service prior to taking place.

Note: The Cooperator retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the Forest Service at its discretion.

4. To reimburse the Cooperator for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the Forest Service. Purchases may not exceed 10% of the total allocation without prior approval by the Forest Service Designated Representative.

B. The *Cooperator* agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section A of this Operating and Financial Plan to the effected Forests for review and forwarding to the Regional Office for processing.
3. To furnish monthly itemized statements of expenses to the Forest Service for expenditures that may be reimbursed as identified in items A.1, A.2, A.3, and A.4 of this Plan.

a. Mail copies of itemized billing statements to:

Gerri Bordash, LEA
 Pacific Southwest Regional Office
 LEI, R-5
 1323 Club Drive
 Vallejo, CA 94592

Send photo copy to:

Eric Schultz, Special Agent
 Eldorado National Forest
 100 Forni Road
 Placerville, CA 95667

b. **Send hard copy invoices to:**

US Forest Service
 Albuquerque Service Center
 Payments - Grants & Agreements
 1001 B Sun Ave NE
 Albuquerque, NM 87109

Or fax to:

(877) 687-4894

Or e-mail scanned invoice to:

asc_g&a@fs.fed.us

c. Final billings for reimbursement must be received by the Forest Service before January 31, 2009 in order to received payment.

d. **Annually update the CCR registration of the County Sheriff's DUNS# on the Central Contractors Registration (CCR) website at www.ccr.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

C. The *Forest Service* and the *Cooperator* mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to the cooperator under this agreement;

Salary (base)	\$ 40.00/hr. (deputy) \$48.00/hr.(sgt.)
Salary (overtime)	\$ 60.00/hr. (deputy) \$68.00/hr.(sgt.)
Per diem costs	\$34/M&IE + 55/lodging,
Travel (mileage and fares)	\$.434 per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of the Cooperator that may be reimbursed may not exceed **\$15,000.00**. The total expenditures for item A.4 may not exceed **10%** of the total allocation.

3. The following persons are designated as representatives of each party;

Cooperator:

Jeff Neves, Sheriff
El Dorado County
300 Fair Lane
Placerville, CA 95667

Voice: 530-621-5655

Forest Service:

Eric Schultz, Special Agent
Eldorado National Forest
100 Forni Road
Placerville, CA 95667

Voice: 530-621-5294

Fax: 530-642-5197

E-Mail: eschultz@fs.fed.us

Alternate Representatives:

Sgt. Tim Becker
El Dorado County Sheriff Office
300 Fair Lane
Placerville, CA 95667

Voice: 530-621-5580

Bob Hernandez, USFS
Assistant Special Agent in Charge
Pacific Southwest Regional Office, R5
Law Enforcement and Investigations
1323 Club Drive
Vallejo, CA 94592

Voice: 707-562-8649

Fax: 707-562-9031

E-Mail: bhernandez@fs.fed.us

FS Agreement No. 08-LE-11051360-002
Amendment No. 000
Cooperator Tax ID No. 94-6000511 C
Cooperator DUNS No. 132428496
Cooperator Agreement No. _____

5/23/08

IN WITNESS WHEREFORE, the parties hereto have executed this Operating Plan as of the last date written below.

RUSTY DUPRAY
Chairman, Board of Supervisors,
El Dorado County

Date

JEFF NEVES, Sheriff
El Dorado County

Date

RON PUGH, Special Agent in Charge
USDA Forest Service, Region 5

Date

The authority and format of this instrument has been reviewed and approved for signature.

THEODORIS BROUSSARD DATE
Grants & Agreements Specialist
R5, RO AQIM Operations

Job Code: NFLE05 1360 \$15,000 DRUG

**Law Enforcement Billing Summary
Drug Enforcement**

County Federal Tax ID: 94-6000511C	Agreement #: 08-LE-11051360-002
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USDA Forest Service, NF: Eldorado &/or Tahoe	County: EL DORADO
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: <input type="checkbox"/> CoOp Patrol <input type="checkbox"/> Controlled Substances Ops
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A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$

Certification Statement

County Sheriff		USFS – Special Agent	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated on this invoice.	
Sheriff	Date	US Forest Service	Date