

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
EL DORADO COUNTY SHERIFF'S
OFFICE
And The
USDA, FOREST SERVICE
EL DORADO 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 Office, hereinafter referred to as "the Cooperator," and the United States Department of Agriculture (USDA), Forest Service, El Dorado National Forest and Lake Tahoe Basin Management Unit, hereinafter referred to as the "USDA Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 USDAC. 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: El Dorado County/El Dorado National Forest/Lake Tahoe Basin Management Cooperative Law Enforcement Agreement

I. PURPOSE:

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

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

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of 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 USDA 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 USDA Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the USDA 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 USDA 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 USDA Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous USDA Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.
- I. Give the USDA Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperator.

Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- L. Monitor the USDA Forest Service radio during the following time period(s): Any time periods requested by the designated or alternate representative as stated in the Operating Plan, during emergencies or when assistance is required, when capabilities allow the Cooperator to do so. Cooperator to allow Forest Service Law Enforcement use of Cooperator's radio frequencies and dispatch to accomplish the mutually agreed upon Law Enforcement mission. Address any concerns or notify/request assistance from the USDA Forest Service as required in the judgment of the Cooperator.

III. THE USDA 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 estimated amount shown in the Operating Plan. The USDA 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 USDA Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements

101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894

E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Francisco Aguilar, Patrol Captain
USDA Forest Service, LE&I
El Dorado National Forest
100 Forni Road
Placerville, CA 95667
Phone: 530.642.5130
E-Mail:
francisco.aguilar@usda.gov

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

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jeff Leikauf, Sheriff Address: 200 Industrial Drive City, State, Zip: Placerville, CA 95667 Telephone: 530.621.5655 Email: john.dagostini@edso.org	Name: Tania Donnelly, Analyst II Address: 200 Industrial Drive City, State, Zip: Placerville, CA 95667 Telephone: 530.621.6636 Email: donnell@edso.org

Principal USDA Forest Service Contacts:

USDA Forest Service Program Manager Contact	USDA Forest Service Administrative Contact
Name: Patrol Captain Francisco Aguilar Address: 100 Forni Road City, State, Zip: Placerville, CA 95667 Telephone: 530.642.5130 FAX: 530.642.5197 Email: francisco.aguilar@usda.gov CAMINO ECC: 530.644.0200	Name: Jano Galinada, Admin Spec Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707.562.8645 Cell: 707.980.8893 FAX: 707.562.9031 Email: jano.galinada@usda.gov

- C. An Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or de-obligated at the request of the USDA Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be de-obligated.
- 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 USDA Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.
 - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a USDA Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of the 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 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 USDA Forest Service may request to provide additional special enforcement activities. The USDA 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 Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- L. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered.

If the USDA Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the USDA Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

- M. When the USDA Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the USDA 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 responsible for all operating and maintenance costs for equipment that the USDA Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.
- N. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The USDA Forest Service reserves the right to transfer title to the USDA 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 USDA Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The USDA Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- O. When no equipment or supplies are approved for purchase under an Operating Plan, USDA Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- P. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- Q. Pursuant to 31 USDAC. 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 USDAC. Chapter 37.

- R. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The USDA Forest Service is not obligated to fund any changes not properly approved in advance.
- S. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party’s expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- T. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- U. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The USDA Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is approved to issue a contract, it shall be awarded on a competitive basis.
- V. This agreement in no way restricts the USDA Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- W. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- X. Any information furnished to the USDA Forest Service under this agreement is subject to the Freedom of Information Act (5 USDAC. 552).
- Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through August 05, 2028.
- Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Chair
Clerk of the Board of Supervisors,
El Dorado County

JEFF LEIKAUF, Sheriff,
El Dorado County

Date

JOSEPH STOUT, Forest Supervisor
USDA Forest Service, El Dorado National Forest

Date

DON HOANG, Special Agent in Charge
USDA Forest Service, Pacific Southwest Region

Date

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

DARIUS PARKS, Grants Management Specialist
USDA Forest Service, Pacific Southwest Region

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and USDA Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: USDA Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
EL DORADO, COUNTY OF
And the
USDA, FOREST SERVICE
EL DORADO NATIONAL
FOREST
And
LAKE TAHOE BASIN MANAGEMENT UNIT**

PATROL 2023 OPERATING AND FINANCIAL PLAN

This 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 (USDA), Forest Service, El Dorado National Forest and Lake Tahoe Basin Management Unit, hereinafter referred to as the "USDA Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11051360-058. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through August 05, 2028, unless modified during the annual review.

Current 2023 Year Obligation: \$12,000.00
FY 2023 Total Operating Ex. A: \$12,000.00

I. GENERAL:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jeff Leikauf Address: 200 Industrial Drive City, State, Zip: Placerville, CA 95667 Telephone: 530.621.5655 Email: Jeff.laukief@edso.org	Name: Tania Donnelly, Analyst II Address: 200 Industrial Drive City, State, Zip: Placerville, CA 95667 Telephone: 530.621.6636 FAX: 530.642.9473 Email: donnell@edso.org

Principal USDA Forest Service Contacts:

USDA Forest Service Program Manager Contact	USDA Forest Service Administrative Contact
Name: Francisco Aguilar, Patrol Captain Address: 100 Forni Road City, State, Zip: Placerville, CA 95667 Telephone: 530.642.5130 FAX: 530.642.5197 Email: fracisco.aguilar@usda.gov Camino ECC: 530.642.5197 ***** Tahoe National Forest/LTBMU Name: Gerald Parker, Patrol Captain Address: 631 Coyote Street Nevada City, CA 95659 Telephone: 928.607.4062 FAX: 530.478.6179 Email: gerald.parker@usda.gov Grass Valley ECC: 530.478.6111	Name: Jano Galinada, Admin Spec Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707.562.8645 Cell: 707.980.8893 FAX: 707.562.9031 Email: jano.galinada@usda.gov *****

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

58.5 cents /mile patrolled Per diem rate is \$0.00/day
 Wages at the prevailing rate of \$80.24/hour plus fringe benefits for Deputy's salary and the rate of \$ 99.17/hour for Sergeant's salary.

II. PATROL ACTIVITIES:

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

a. All National Forest System roads within the El Dorado 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.

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 Ice House, Union Valley, Loon Lake, Gerle Creek and Wrights Lake areas.

Placerville and Amador Ranger Districts: Including, but not limited to Sand Flat, China Flat, Pipi, Silver Fork, Lover's Leap and Capp's Crossing campgrounds; Indian Springs, Eagle Rock, 42 Mile and Bridal Veil 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.

3. 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 Camino ECC 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.

4. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. The daily logs shall be emailed at the end of each month to Patrol Captain Aguilar at francisco.aguilar@usda.gov. These logs shall accompany the request for reimbursement for both units.

5. The Cooperator will notify Camino ECC at 530.644.0200 of all know injury/fatality incidents that occur on National Forest System lands as soon as possible.

6. 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 the Cooperator staffing allows.
7. Total reimbursement for this category shall not exceed the amount of: \$12,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$12,000.

Funding is allocated as follows:

El Dorado National Forest.....	\$ 7,000.00
Lake Tahoe Basin Management Unit.....	\$ 5,000.00

The Cooperator may NOT change this allocation without prior written approval of the Forest Service.

III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the USDA Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
 1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the USDA 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 USDA 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 USDA Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

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

IV. BILLING FREQUENCY:

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

- A. Final billings for reimbursement must be received by the Forest Service before December 31, 2028.
- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$12,000.00	
Training		
Equipment		
Special Enforcement Situations		
Total	\$12,000.00	

- C. Any remaining funding in this 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 USDA Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL
PLAN**

**Between The
EL DORADO, COUNTY OF
And the
USDA, FOREST SERVICE
EL DORADO NATIONAL
FOREST
And
LAKE TAHOE BASIN MANAGEMENT UNIT**

CONTROLLED SUBSTANCE 2023 OPERATING AND FINANCIAL PLAN

This 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 (USDA), Forest Service, El Dorado National Forest and Lake Tahoe Basin Management Unit, hereinafter referred to as the "USDA Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11051360-058. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through August 05, 2028, unless modified during the annual review.

FY23 Total Operation Plan for Controlled Substance: \$25,000

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
Jeff Leikauf, Sheriff El Dorado County 200 Industrial Drive Placerville, CA 95667-6809 Telephone: (530)621-5655 Fax: (530)626-8091 Email: jeff.laukief@edso.org	Monica Ferguson El Dorado County 200 Industrial Drive Placerville, CA 95667 Telephone: (530)621-7613 Fax: (530)642-9473 Email: fergusonm@edso.org

Cooperator Alternate Contact

Principal USDA Forest Service Contacts:

USDA Forest Service Program Manager Contact	USDA Forest Service Administrative Contact
Jerry Hepler, Special Agent El Dorado National Forest 100 Forni Road Placerville, CA 95667 Telephone: (530) 642-5103 Fax: (530) 295-5622 Email: william.hepler@usda.gov	Name: Jano Galinada, Admin Spec Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707.562.8645 Cell: 707.980.8893 FAX: 707.562.9031 Email: jano.galinada@usda.gov
USDA Forest Service Program Coordinator Contact	
Tony Magarrell Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Telephone: (707)562-8662 FAX: 707-562-9031 Email: tony.magarrell@usda.gov	

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- J of Agreement No. 18-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 *USDA 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.
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 USDA 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 USDA 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 USDA Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the USDA 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 USDA 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 USDA 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 II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

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

- 1. The following rate or actual documented costs will apply to all expenditures that may be reimbursed to the Cooperator under this agreement;

Salary (Deputy): \$78.59 per hour, includes fringe benefits.

Salary (Sergeants): \$109.90 per hour, includes fringe benefits.

Travel (mileage and fares) 58.5 cents per mile

Helicopter flight time Actual documented costs.

Supplies or equipment Actual documented costs.

(Copies of purchase must be provided for reimbursement.)

- 2. The total expenditures of the Cooperator that may be reimbursed may not exceed.... **\$25,000**
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

III. BILLING FREQUENCY:

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

The Cooperator will furnish monthly itemized statements of expenses to the USDA Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Final billings for reimbursement on this Operating Plan (OP) must be received by the USDA Forest Service before December 31, 2028, in order to receive payment.

- b. Any remaining funding in this 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 USDA Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



USDA
Forest Service

LAW ENFORCEMENT ACTIVITY
REPORT
(Ref. FSM 5300)

Agreement Number
23-LE-11051360-058

Initial **Follow Up**

1. Cooperator (Department Name): El Dorado County Sheriff's Department			2. National Forest: Eldorado			
3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)			6. Date (12-5)	
		Region	Forest	State	County	Month
		05	03	CA	El	
7. Patrol Units (16-18)		8. Search and Rescue Missions Hours (19-22)		No. (23-24)	9. Property Stolen (25-30) Dollars	
10. Property Recovered (31-36) Dollars			11. Controlled Substances Seized (37-45) Dollars (Street Value)			
12. Record (1)		13. Number of Crimes Occurring on National Forest System Lands				

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
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PART I - FBI UNIFORM CRIME REPORTING

01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		

PART II - FBI UNIFORM CRIME REPORTING

09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		

PART III - COOPERATOR ASSISTS

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Law Enforcement Billing Summary
PATROL

USDA Forest Service,	County:
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: <input checked="" type="checkbox"/> Coop Patrol <input type="checkbox"/> 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:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

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

***Attach all relevant invoices, receipts, pre-approvals, Officer Daily Field Activity Reports, LE Activity Report, maps, GPS locations, etc. See LE Coop Agreement Reporting and Billing Info for additional information.

Law Enforcement Billing Summary
DRUG

USDA Forest Service,	County:
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Law Enforcement Billing Summary	Month: September	Year:
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Check appropriate block: <input type="checkbox"/> Coop Patrol <input checked="" type="checkbox"/> 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:	\$ _____
G. Total Reimbursement for Maximum Op Plan Amt:	\$ _____

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.	
Sheriff	Date	USFS Special Agent	Date

***Attach all relevant invoices, receipts, pre-approvals, Officer Daily Field Activity Reports, LE Activity Report, maps, GPS locations, etc. See LE Coop Agreement Reporting and Billing Info for additional information.