



USDA, Forest Service

OMB 0596-0217
FS-1500-8FS Agreement No. 22-LE-11031600-025

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
FRESNO, COUNTY OF
And The
USDA, FOREST SERVICE
SIERRA NATIONAL FOREST

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

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

Title: Fresno County 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 Plans (Operating Plans) attached as Exhibits A and B. *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 Plans.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plans. Billing frequency will be as specified in the Operating Plans. See related provisions III-B, IV-I, and IV-P.
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. Monitor the U.S. Forest Service radio during the following time period(s): any time periods requested by the designated or alternate representative as stated in the operating plans, during emergencies or when assistance is required, when capabilities allow the Cooperator to do so. The Cooperator is to allow Forest Service Law Enforcement use of the Cooperator's radio frequencies and dispatch to accomplish the mutually agreed upon Law Enforcement mission. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of the Cooperator.
- M. The cooperator may assist with enforcing local authority on or adjacent to Forest Service lands, in accordance with the Cooperator delegation of authority and congruent within the scope of the Operating Plans. The Cooperator may assist with Sierra National Forest Fire Restrictions by way of public contacts and enforcing any applicable local or state code, such as California Public Resource Code. Calls for service or normal patrol areas may include campsites or areas off normal paved road design
- N. Assist with special enforcement situations including but not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings. See Exhibit A Section V Special Enforcement Situations

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plans attached as Exhibits A and B.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plans. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plans, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Rene Villanueva, Patrol Captain
Cooper Fouch, Special Agent
U.S. Forest Service – LE&I Sierra
National Forest
1600- Tollhouse Rd.
Clovis, CA 93611
Phone: (559) 297-0706 (patrol)
(559) 862-7498 (controlled sub)
E-Mail: rene.villanueva@usda.gov
cooper.fouch@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
Margaret Mims, Sheriff-Coroner-Public Administrator P.O. Box 1788 Fresno, CA 92717 Telephone: 559-600-8800	Kathy Curtice, Lieutenant 2200 Fresno St. Fresno, CA 93721 Telephone: 559-317-7970 Email: Kathy.Curtice@fresnosheriff.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Patrol Contact	U.S. Forest Service Administrative Contact
Rene Villanueva Patrol Captain 1600 Tollhouse Rd Clovis, CA 93611 Telephone: 559-297-0706 ext. 4986 Email: rene.villanueva@usda.gov	Mauro Napoletano Program Support Assistant/ FPO 1600 Tollhouse Rd. Clovis, CA 93611 Telephone: 559-765-1304 Email: mauro.napoletano@usda.gov
U.S. Forest Service Program Manager Controlled Substance Contact	U.S. Forest Service Administrative Grants & Agreements Contact
Cooper Fouch, Special Agent 1600 Tollhouse Rd Clovis, CA 93611 Telephone: 559-862-7498 Email: cooper.fouch@usda.gov	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 Email: genevieve.villemaire@usda.gov

- C. Operating Plans will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.



- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plans shall at a minimum contain:
1. Specific language stating that the Operating Plans are being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of the 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. FSO's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.



- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the 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 Plans, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- L. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plans, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plans unless approved by all parties in the agreement and shown in the Operating Plans.
- M. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the 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 U.S. 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 U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- O. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the 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 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, y 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 to the Cooperator.
 3. Taking other action permitted by statute.

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

- R. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- S. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- T. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.



- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- U. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is approved to issue a contract, it shall be awarded on a competitive basis.
- V. This agreement in no way restricts the U.S. Forest Service or the 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 U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).



- Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective through **April 30, 2027**.
- Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

UNDERSHERIFF S. Wilkins 7-1-22
 MARGARET MIMS, Date
 Sheriff,-Coroner-Public Administrator
 Fresno County

 DEAN GOULD, Forest Supervisor, P.E. Date
 U.S. Forest Service, Sierra National Forest

Brian Pacheco 8-23-22
 BRIAN PACHECO, Chairman Date
 Board of Supervisors, Fresno County

 DON HOANG Date
 Special Agent in Charge, Pacific Southwest Region
 U.S. Forest Service

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

Digitally signed by GENEVIEVE VILLEMAIRE
 GENEVIEVE VILLEMAIRE 6/23/2022
 Date: 2022.06.23 20:00:03 -07'00'

 GENEVIEVE VILLEMAIRE Date
 U.S. Forest Service Grants Management Specialist

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By Hannah Deputy



Burden Statement

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

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

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

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



FS Agreement No. 22-LE-11051360-025

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
FRESNO, COUNTY OF
And the
USDA, FOREST SERVICE
SIERRA NATIONAL FOREST**

2022 PATROL OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Fresno, County of (Fresno County Sheriff’s Office), hereinafter referred to as “the Cooperator” and the United States Department of Agriculture (USDA), Forest Service, Sierra National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #22-LE-11051360-025. 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 April 30, 2027, unless modified during the annual review.

Previous Year Carry-over: N/A
Current 2022 Year Obligation: \$26,000
Total Operating Plan: \$26,000

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
Margaret Mims, Sheriff-Coroner-Public Administrator P.O. Box 1788 Fresno, CA 92717 Telephone: 559-600-8800	Kathy Curtice, Lieutenant 2200 Fresno St. Fresno, CA 93721 Telephone: 559-317-7970 Email: Kathy.Curtice@fresnosheriff.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Rene Villanueva, Patrol Captain 1600 Tollhouse Rd Clovis, CA 93611 Telephone: 559-297-0706 ext. 4986 Email: rene.villanueva@usda.gov	Mauro Napoletano 1600 Tollhouse Rd. Clovis, CA 93611 Telephone: 559-765-1304 Email: mauro.napoletano@usda.gov
	U.S. Forest Service Grants & Agreement Contact
	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 Email: genevieve.villemaire@usda.gov

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

- Salary (base) \$114.98 per hour
- Salary (overtime) \$65.216 per hour
- Per diem costs Actual documented costs not to exceed the Federal Per Diem Rates (www.gsa.gov)
- Travel (mileage and fares) \$0.575 per mile
- Helicopter flight time = Actual documented costs
- Supplies or equipment = Actual documented costs
- M&IE plus lodging = Actual documented costs
- Standby = Actual documented costs
- Vehicle Idle = Actual documented costs
- Deputy Sheriff I Regular hourly rate and overtime rate = Actual documented costs
- Deputy Sheriff II Regular hourly rate and overtime rate = Actual documented costs
- Sergeant Regular hourly rate and overtime rate = Actual documented costs
- Reserve Deputy Sheriff Regular hourly rate and overtime rate = Actual documented costs
- Travel (mileage and fares) = Actual documented costs
- Helicopter flight time = Actual documented costs
- Supplies or equipment = Actual documented costs



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 U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Assignment of one Deputy Sheriff shall be the patrol of Stump Springs Road and the High Sierra Recreation Area; each to be provided at a minimum of once per week or as need indicates. Other roads needing patrol on a regular basis include but are not limited to: Dinkey Creek Road, McKinley Grove Road, Courtright Road, Black Rock Road, Trimmer Springs Road, and Big Creek Road. These roads will be patrolled as need indicates or as requested by the designated representative or alternate representative with the agreement of the Cooperator. The Deputy is to provide copies of all written reports, incident reports, and citations occurring on National Forest Lands after approval of Supervisory Officer to the designated representative for agency LEIMARS data entry

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

Assignment of one Deputy Sheriff, in addition to the present Deputy Sheriff at Shaver Lake to the Huntington Lake Recreational Area on a full time (40 hours per week basis for the period commencing on or about **June 22 through August 9 annually**. The primary duties of this deputy shall include answering calls for service, routine patrol, necessary investigation of criminal offenses and insuring the general safety of recreational activities. These campgrounds and recreational sites include but are not limited to; Rancheria, Eastwood, College, Deer Creek, Kinnikinnick, Bear Cove, Catavee, Billy Creek, Billy Creek Lower, and Doweville.

These Deputies are to provide copies of all written reports, incident reports, citations, and incidents occurring on National Forest Lands after approval of their Supervisory Officer to the designated or alternate representative for agency LEIRS data entry.

Total reimbursement for this category shall not exceed the amount of: \$26,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$26,000.

III. TRAINING:

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



Training will be limited to work related training aimed at improving the overall efficiency of the enforcement and patrol activities related to this agreement between the Cooperator and the Forest Service. This includes training for those Officers that work in the mountainous terrain and County areas within the boundaries of the Sierra National Forest. It is mutually understood that at the time of this agreement that not all parties will know of all the training that is available

Total reimbursement for this category shall not exceed the amount of: 10% of the total agreement

IV. EQUIPMENT:

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

The Forest Service shall provide (1) hand held radio to operate on Forest Service Frequencies and (1) mobile car radio to operate on Forest Service Frequencies.

The Forest Service agrees to: Provide the Cooperator with housing at Huntington Lake for the period identified in section II, C.

The Cooperator agrees to: Hold the Forest Service harmless as to liability for accidental loss or damages of property as result of County's use of said housing pursuant to this agreement.

Notify the Forest Service of loss or damage involving said housing within 24 hours of occurrences, or discovery of occurrence.

Any equipment purchase will be mutually agreed upon between the designated representatives or alternate representatives.

Total reimbursement for this category shall not exceed the amount of: 10% of the total agreement

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify FSO 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 U.S. 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 U.S. 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 U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

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

VI. BILLING FREQUENCY:

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

- A. The Cooperator will furnish either monthly, quarterly, or annually itemized statements of expenses to the U.S. Forest Service. These expenditures shall be tie to the reimbursable expenses and the rate schedule, and shall be certified by the Cooperator as being proper. The statements must be completed and accompanied by a Law Enforcement Activity Report, form FS-5300-5 for each billing statement.

B. **Submit original invoice(s) for Payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101 B Sun Avenue NE

Send a copy to:

Rene Villanueva, Patrol Captain
U.S. Forest Service-LEI
1600 Tollhouse Rd
Clovis, CA 93611



Albuquerque, NM 87109
FAX: (877) 687-4894
Email: sm.fs.asc_ga@usda.gov

Telephone: 559-297-0706 ext. 4986
Email: rene.villanueva@usda.gov

- C. Final billing for reimbursement in this Operating Plan must be received by the U.S. Forest Service before December 31st.
- D. 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 de-obligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-C.
- E. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$26,000	
Training		10%
Equipment		10%
Special Enforcement Situations		Case by Case
Total	\$26,000	

V. CLOSE OUT:

Final billing for reimbursement of this five-year Cooperative Law Enforcement Agreement must be received by the U.S. Forest Service no later than **120 days** from the agreement expiration date **April 30, 2027**.



FS Agreement No. 22-LE-11051360-025

Cooperator Agreement No. _____

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
FRENO, COUNTY OF
And the
USDA, FOREST SERVICE
SIERRANATIONAL FOREST**

2022 CONTROLLED SUBSTANCE OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Fresno, County of (Fresno County Sheriff’s Office), hereinafter referred to as “the Cooperator” and the United States Department of Agriculture (USDA), Forest Service, Sierra National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #22-LE-11051360-025. 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 **April 30, 2027**, unless modified during the annual review.

Previous Year Carry-over: N/A
Current 2022 Year Obligation: \$18,000
Total Operating Plan: \$18,000

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
Robert Dutrow, Lieutenant County of Fresno, Sheriff-Coroner’s Office 2200 Fresno Street Fresno, CA 93721-1703 Phone: (559) 600-8083 email: robert.dutrow@fresnosheriff.org	Annabel Baldwin, Sheriff-Coroner’s Office 2200 Fresno Street Fresno, CA 93717 Phone: 559-600-8568 email: Annabel.baldwin@fresnosheriff.org



Cooperator Finance Contact	
Cooper Fouch, Special Agent 1600 Tollhouse Rd Clovis, CA 93611 Telephone: Email: cooper.fouch@usda.gov	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Controlled Substance Contact	U.S. Forest Service Administrative Contact
Cooper Fouch, Special Agent 1600 Tollhouse Rd Clovis, CA 93611 Telephone: Email: cooper.fouch@usda.gov	Mauro Napoletano 1600 Tollhouse Rd. Clovis, CA 93611 Telephone: 559-765-1304 Email: mauro.napoletano@usda.gov
U.S. Forest Service Program Coordinator Contact	U.S. Forest Service Grants & Agreement Contact
Joseph Sadowski Assistant Special Agent in Charge 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9170 Fax: 707-562-9031 Email: joseph.sadowski@usda.gov	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 Email: genevieve.villemaire@usda.gov

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No.22-LE-11051360-025, 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 *U.S. 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 U.S. 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 U.S. 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 U.S. Forest Service.
Purchases may not exceed 10% of the total allocation without prior approval by the U.S. 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 U.S. 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 U.S. 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 *U.S. 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) \$114.98 per hour
 - Salary (overtime) \$65.216 per hour
 - Per diem costs Actual documented costs not to exceed the Federal Per Diem Rates (www.gsa.gov)
 - Travel (mileage and fares) \$0.575 per mile
 - Helicopter flight time = Actual documented costs
 - Supplies or equipment = Actual documented costs
 - M&IE plus lodging = Actual documented costs
 - Standby = Actual documented costs
 - Vehicle Idle = Actual documented costs
 - Deputy Sheriff I Regular hourly rate and overtime rate = Actual documented costs
 - Deputy Sheriff II Regular hourly rate and overtime rate = Actual documented costs
 - Sergeant Regular hourly rate and overtime rate = Actual documented costs
 - Reserve Deputy Sheriff Regular hourly rate and overtime rate = Actual documented costs
 - Travel (mileage and fares) = Actual documented costs
 - 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 **\$18,000**
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.



- A. The Cooperator will furnish either monthly, quarterly, or annually *itemized statements* of expenses to the U.S. 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. A Law Enforcement Billing Summary must be completed and submitted to the contacts for each billing statement.

**B. Submit original invoice(s) for
Payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101 B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
Email: sm.fs.asc_ga@usda.gov

Send a copy to:

Couper Fouch, Special Agent
U.S. Forest Service - LEI
1600 Tollhouse Rd.
Clovis, CA 93611
Telephone: 559-862-7498
Email: cooper.fouch@usda.gov

- C. Final billing for reimbursement in this Operating Plan must be received by the U.S. Forest Service before December 31st.
- D. 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 de-obligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-C.
- E. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-C*.

IV. CLOSE OUT:

Final billing for reimbursement of this five-year Cooperative Law Enforcement Agreement must be received by the U.S. Forest Service no later than **120 days** from the agreement expiration date **April 30, 2027**.

FOR ACCOUNTING USE ONLY:

USDA Forest Service – Huntington Lake Patrol \$26,000

Fund:0001

Subclass:10000

ORG:31113228

Account:4975

USDA Sierra National Forest \$18,000

Fund:0001

Subclass:10000

ORG:31116393

Account:4975