

469

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
06/28/11

SUBJECT: Approval of a Cooperative Law Enforcement Agreement with the U.S. Department of Agriculture, Forest Service and the FY 2010-11 Operating and Financial Plans

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Cooperative Law Enforcement Agreement with the U.S. Department of Agriculture, Forest Service and the current year's Operating and Financial Plans, and authorize the Chair and the Sheriff to sign all copies of the documents on behalf of the Board.

BACKGROUND: The Forest Service and the Sheriff's Department are requesting renewal of a Cooperative Agreement for law enforcement services, with a new term extending through December 31, 2014. The Agreement, last executed on April 11, 2006 (3.21), provides for law enforcement patrols in the Cleveland and San Bernardino National Forest.
BR 12-002 (Continued on Page 2)

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

| | | | | |
|-----------------------|-------------------------------|----------|-------------------------|------------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$46,400 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$0 | For Fiscal Year: | FY 2011-12 |

| | | |
|--|----------------------------------|--------------------------|
| SOURCE OF FUNDS: Contract Revenue | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine
Robert Tremaine

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 7/1/11
Departmental Concurrence
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Per Exec. Ofc.:

Forest Service Cooperative Agreement and the FY 2010-11 Operating and Financial Plans BR 12-002

Page 2

Each year, the Sheriff and the Forest Service execute Operating and Financial Plans pursuant to the Master Cooperative Agreement. Under the FY 2010-11 Operating and Financial Plan-Exhibit A, Sheriff's Deputies from the Hemet and Lake Elsinore Sheriff's stations will conduct patrols on National Forest System lands, as necessary. The operating budget of \$21,400 is divided evenly between the two stations.

Under the FY 2010-11 Controlled Substances Operating and Financial Plan, the Sheriff's Department will be reimbursed up to \$25,000 for detection and investigation of persons producing or trafficking controlled substances on National Forest System lands. The term of each Plan is from October 1, 2010 to September 30, 2011. County Counsel has approved the Cooperative Agreement and the Operating and Financial Plans as to form.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147



USDA, Forest Service

Thank you.

OMB 0596-0217
FS-1500-8

FS Agreement No.

11-LE-11051360-230

Cooperator Agreement No.

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
CLEVELAND AND SAN BERNARDINO NATIONAL FORESTS

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

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

Title: Riverside 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 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 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-I.
- F. Complete and furnish 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 by 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 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.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the 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 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 plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-H.* 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

Email: asc_ga@fs.fed.us

Send copy to:

Anthony Rose, Patrol Captain
US Forest Service
Cleveland National Forest
10845 Rancho Bernardo Rd, Ste 200
San Diego, CA 92127
Phone: 825-524-0125

Email: arose@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:

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|---|
| Stanley L. Sniff Jr., Sheriff 4095 Lemon St., 1 st Floor Riverside, CA 92501 Telephone: 951-955-2400 FAX: 951-955-2428 | Bob Meyers, Administrative Mgr. 4095 Lemon St., 1 st Floor Riverside, CA 92501 Telephone: 909-955-2722 Email: BMeyers@riversidesheriff.org |

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|--|
| Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd, Ste 200 San Diego, CA 92127 Telephone: 858-524-0125 FAX: 858-673-6188 Email: arose@fs.fed.us | Rita Wears, Patrol Commander 444 E Bonita Ave San Dimas, CA 91773 Telephone: 909-599-1267 x 214 FAX: 909-592-1404 Email: rwears@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 U.S. 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-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.
- 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. The 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.



- I. 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.
- 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 the U.S. 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 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 Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. 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.

- K. 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.
- L. 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.



- 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 request 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.



- S. 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).
- T. Execution of this agreement terminates Cooperative Law Enforcement Agreement No. 06-LE-11051360-029 executed between the parties on August 13, 2006. The termination date will be October 1, 2010, the commencement date for this agreement.
- U. This agreement is executed as of October 1, 2010 and, unless sooner terminated, is effective through **December 31, 2014** at which time it will expire unless renewed.
- V. Unexpended prior year funding for Controlled Substance and Patrol Operations will be available for expenditure for the life of this agreement, under the operating procedures in the current year Financial and Operating Plan. Unexpended prior year funding may be deobligated at the discretion of the US Forest Service with mutual consent of the Cooperator, through a formal modification to this agreement as described in Provision IV-O above.
- W. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

 STANLEY L. SNIFF JR., Sheriff Date
 Riverside County

Bob Buster 7/20/11

 Chair, Board of Supervisors
 Riverside County **BOB BUSTER**

 WILLIAM METZ, Forest Supervisor Date
 U.S. Forest Service, Cleveland National Forest

 JODY NOIRON, Forest Supervisor Date
 U.S. Forest Service, San Bernardino National Forest

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By *Kecia Harper-Ihem*
 DEPUTY

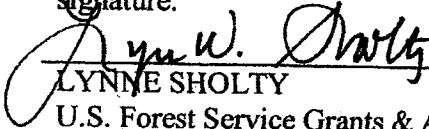
FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 DATE: 7/20/11



SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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


LYNNE SHOLTY

9/21/10
Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

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

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

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



Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|--|---|
| Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste 200 San Diego, CA 92127 Telephone: 858-524-0125 FAX: 858-673-6188 Email: arose@fs.fed.us | Rita Wears, Patrol Commander 444 East Bonita Ave. San Dimas, CA 91773 Telephone: 909-599-1267 ext. 214 FAX: 909-592-1404 Email: rwears@fs.fed.us |
| Curtis Davis, Patrol Captain 602 S. Tippecanoe Ave. San Bernardino, CA 92408 Telephone: 909-382-2698 Email: cdavis@fs.fed.us | |

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

.85/mile patrolled. Per diem rate is N/A/day. Wages at the prevailing wage rate of \$91.71/hour plus fringe benefits for the individual officer at the rate of: NA/hour.

II. PATROL ACTIVITIES:

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

- Patrol on the following Forest Service roads:

The Patrol Captain will determine designated patrol activities and locations for the rural areas of the Cleveland and San Bernardino National Forests. The Patrol Captain or designee shall make requests for personnel to the County. Personnel assigned to these details shall be Deputies, Reserve Deputies or Sergeants normally assigned to the Patrol Division.

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

The Patrol Captain will determine designated patrol activities and locations for the rural areas of the Cleveland National Forest.



Total reimbursement for this category shall not exceed the amount of: **\$21,400.00**
(\$10,700.00 to Hemet Station, \$10,700.00 to Elsinore Station).

III. TRAINING:

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

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).

Total reimbursement for training may not exceed: \$1,000.00

IV. EQUIPMENT:

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

(If purchase is determined necessary, document the need for such a determination and make the documentation part of the Cooperative Law Enforcement Agreements' official file)

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative). The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed.

Total reimbursement for equipment shall not exceed: \$3,400.00

Total reimbursement for patrol activities, including training and equipment described below, shall not exceed the amount of \$21,400.00

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 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:
2. Fire Emergency:
3. Group Gatherings:

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. Mail copies of itemized billing statements to:

Curtis Davis, Patrol Captain
USFS – Law Enforcement
602 S. Tippecanoe Ave.
San Bernardino, CA 92408

Anthony Rose, Patrol Captain
USFS – Law Enforcement
10845 Rancho Bernardo Rd., Ste 200
San Diego, CA 92127

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

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

Or fax to:

(877) 687-4894

Or e-mail scanned invoice to:

ASC_GA@fs.fed.us

- c. Final billings for reimbursement must be received by the Forest Service before January 31, 2012 in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.
- 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.**

Total funding for 2011: NFLE2011 1360 = \$21,400.00



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

STANLEY L. SNIFF JR.
Riverside County Sheriff

Date

WILLIAM METZ, Forest Supervisor
U.S. Forest Service, Cleveland National Forest

Date

JODY NOIRON, Forest Supervisor
U.S. Forest Service, San Bernardino National Forest

Date

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis*
County Counsel NEAL R. KIPNIS

DATE *6/23/11*

Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

Lynne Sholty
LYNNE SHOLTY
U.S. Forest Service Grants & Agreements Specialist

4/5/11
Date

**Burden Statement**

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

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

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



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FS Agreement No. 11-LE-11051360-230
Modification No. 02
Cooperator Agreement No. _____

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**
Between The
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
And the
**USDA, FOREST SERVICE, SAN BERNARDINO & CLEVELAND NATIONAL
FOREST**

2011 CONTROLLED SUBSTANCES OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Riverside County Sheriff's Department, hereinafter referred to as "RCS," and the USDA, Forest Service, Los Padres National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-230 executed on . This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning October 01, 2010 and ending September 30, 2011.

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 |
|---|--|
| Stanley Sniff, Sheriff 4095 Lemon St, 2 nd Floor Riverside, CA 92502 Telephone: (951) 955-2400 FAX: (951) 955-2428 | Bob Meyers, Administrative Mgr. 4095 Lemon St, 2 nd Floor Riverside, CA 92502 Telephone: (951) 955-2722 FAX: (951) 955-2428 Email: BMeyers@riversidesheriff.org |
| Narcotics Unit Representative 4095 Lemon St, 2 nd Floor Riverside, CA 92502 Telephone: (951) 955-2400 | |

JUL 26 2011 3.70



Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|--|
| <p>Greg Meese, Special Agent Cleveland National Forest 10845 Rancho Bernardo Rd, Ste 200 San Diego, CA 92127-2107 Telephone: (858) 674-2986 (office) (619) 89-2747 (cell) FAX: (858) 673-6193 E-mail: gmeese@fs.fed.us</p> | <p>Gerri Bordash, Law Enforcement Assist. 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8666 (office) FAX: (707) 562-9031 E-mail: gbordash@fs.fed.us</p> |
| U.S. Forest Service Program Coordinator Contact | |
| <p>Daryl Rush, Assistant Special Agent in Charge Pacific Southwest Regional Office –LEI 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-9155 (office) FAX: (707) 562-9031 E-mail: drush@fs.fed.us</p> | |

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV-I of the Cooperative Law Enforcement Agreement between **RCS** and the U.S. Forest Service, Agreement No. 11-LE-11051360-230, 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 **RCS** 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 U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.



2. To reimburse **RCS** 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 **RCS** 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: **RCS** 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 **RCS** 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. RCS 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 RCS mutually agree to the following:

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

| | |
|----------------------------|---------------------------|
| Salary (base) | \$91.71 per hour, |
| Salary (overtime) | \$ base + 1/2 per hour, |
| Per diem costs | \$34/M&IE + \$55/Lodging, |
| Travel (mileage and fares) | \$0.85 per mile, |
| Helicopter flight time | Actual documented costs, |
| Supplies or equipment | Actual documented costs |

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

- 3. **Prior Year Funding Availability:** Please see agreement Provision IV-V regarding use of unexpended funds in succeeding years.

III. BILLING FREQUENCY:

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

The RCS will furnish itemized monthly 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. Attachment A, Law Enforcement Billing Summary, Drug Enforcement must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements to:

| | |
|-----------------------------------|-----------------------------------|
| Gerri Bordash, LEA | <u>Send photo copy to:</u> |
| Pacific Southwest Regional Office | Greg Meese, Special Agent |
| LEI, R-5 | Cleveland National Forest |
| 1323 Club Drive | 10845 Rancho Bernardo Rd, Ste 200 |
| Vallejo, CA 94592 | San Diego, CA 92127-2107 |

- b. **Send hard copy invoices to:**
 - U.S. Forest Service
 - Albuquerque Service Center
 - Payments – Grants & Agreements
 - 101 B Sun Ave NE
 - Albuquerque, NM 87109



Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC.GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before January 31, 2012 in order to receive 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.


Job Code: NFLE0511 1360 \$25,000

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

**Chief Deputy
Mitch Alm**

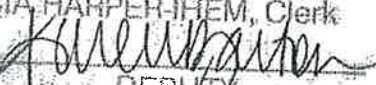

 STANLEY L. SNIFF JR., Sheriff For Sheriff Sniff 07-26-11
 Riverside County Date



 BOB BUSTER,
 Chairman, Board of Supervisors
 Riverside County 7/26/11
Date


 SCOTT HARRIS, Special Agent in Charge
 U.S. Forest Service, Pacific Southwest Region 8/4/11
Date

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


 KELLIE L. HAMILTON 8/3/11
Date
 U.S. Forest Service, Pacific Southwest Region
 Grants & Agreements Program Manager

ATTEST
 KECIA HARPER-JHEM, Clerk
 By 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY:  NEAL R. KIPNIS
 DATE: 7/23/11

JUL 26 2011 3:30



Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before January 31, 2012 in order to receive 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.**

Job Code: NFLE0511 1360 \$25,000

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

STANLEY L. SNIFF JR., Sheriff
Riverside County
Date

MARION ASHLEY,
Chairman, Board of Supervisors
Riverside County
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region
Date

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



KELLIE L. HAMILTON
U.S. Forest Service, Pacific Southwest Region
Grants & Agreements Program Manager
Date 2/3/11

**Burden Statement**

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

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

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

Law Enforcement Billing Summary
Drug Enforcement

| | |
|--|---------------------------------|
| | Agreement #: 11-LE-11051360-230 |
|--|---------------------------------|

| | |
|--|-------------------|
| USDA Forest Service, NF: SAN BERNARDINO & CLEVELAND | County: RIVERSIDE |
|--|-------------------|

| | | |
|---------------------------------|--------|-------|
| Law Enforcement Billing Summary | Month: | Year: |
|---------------------------------|--------|-------|

Check appropriate block: _____ Coop Patrol Controlled Substance Ops

| | |
|---|----------|
| A. Total 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 Expenditures: | \$ |
| G. Total Invoice Reimbursement per Op Plan: | \$ |

Certification Statement

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