

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



ITEM: 3.11  
(ID # 13407)

**MEETING DATE:**

Tuesday, September 22, 2020

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approval of the Five Year Cooperative Law Enforcement Agreement between the Riverside County Sheriff's Department and the USDA, Forest Service Cleveland and San Bernardino National Forest and the 2020 Annual Operating and Financial Plan and the 2020 Controlled Substance Annual Operating and Financial Plan. Districts 1&3 [\$140,000 - Federal Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Five-Year Cooperative Law Enforcement Agreement between the Riverside County Sheriff's Department and the USDA, Forest Service Cleveland and San Bernardino National Forest, including the 2020 Annual Operating and Financial Plan and the 2020 Controlled Substance Annual Operating and Financial Plan, and authorize the Sheriff to execute the Agreement on behalf of the County; and,
2. Authorize the Sheriff to sign the annual and financial plans for additional years through 2025, as well as amendments to the operating plan that exercise the options of the Agreement and amendments that do not increase the annual payment to the County by more than \$28,000, as approved by County Counsel.

**ACTION:** Policy

  
Donald Sharp, Assistant Sheriff 9/15/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 22, 2020  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 28,000	\$ 28,000	\$ 140,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Federal Funds 100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21 – 24/25

**C.E.O. RECOMMENDATION:** Approve

**BR: 21-029**

**Prev. Agn. Ref.: 5/21/15 3.60**

**BACKGROUND:**

**Summary**

The Forest Service and the Sheriff's Department intend to execute a new Cooperative Agreement to renew law enforcement services, with the new term extending through December 31, 2025. The previous agreement, last executed on May 21, 2015 (3.60), provides for law enforcement patrol in the Cleveland and San Bernardino National Forest.

Each year, the Sheriff and the Forest Service execute a Patrol Operations and Financial Plan pursuant to this Agreement.

Under the 2020 Patrol Annual Operating and Financial Plan, attached as Exhibit A to the Agreement, Sheriff's Deputies from the Hemet and Lake Elsinore Sheriff's stations will conduct patrols on National Forest System lands, as necessary. The total 2020 reimbursement to the Sheriff shall not exceed \$13,000.

Each year, the Sheriff and the Forest Service execute a Controlled Substance Annual Operating and Financial Plan pursuant to this Agreement.

Under the 2020 Controlled Substance Annual Operating and Financial Plan, attached as Exhibit B to the Agreement, the Sheriff's Department will be reimbursed up to \$15,000 for detection and investigation of persons producing or trafficking controlled substances on National Forest Systems lands.

All patrols provided pursuant to this Plan are conducted on Overtime. All costs for the service are recovered at Board-approved rates. The term of each plan is from October 1, 2019 to September 30, 2020. County Counsel has approved the Cooperative Law Enforcement Agreement, and two Operations and Financial Plans (Exhibit A & B) as to form.

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

**Impact on Citizens and Businesses**

The County citizens and businesses benefit from this cooperative effort of the Sheriff and U.S. Forest service to combat crimes on National Forest lands, especially those that involve the clandestine cultivation or manufacturing of controlled substances.

**ATTACHMENTS**

Four (4) Cooperative Law Enforcement Agreement between the Riverside County Sheriff's Department and the USDA, Forest Service Cleveland and San Bernardino Forests.

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel      9/14/2020



FS Agreement No. 20-LE-11051360-036

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 "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 Cooperator has/have 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 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 (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of 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 Annual Operating Plan.

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.

SEP 22 2020 3.11



- 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 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 Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *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



**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, 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](mailto:sm.fs.asc_ga@usda.gov)

**Send copy to:**

Anthony Rose, Patrol Captain  
 U.S. Forest Service  
 Cleveland National Forest  
 10845 Rancho Bernardo Rd.,  
 Ste. 200  
 San Diego, CA 92127  
 Phone: 858-674-2974  
 E-Mail: [anthony.rose@usda.gov](mailto:anthony.rose@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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Chad Bianco, Sheriff 4095 Lemon St., 3 <sup>rd</sup> Floor Riverside, CA 92501 951-955-2458	Amanda Burgess Administrative Manager 4095 Lemon St., 3 <sup>rd</sup> Floor Riverside, CA 92501 Phone: 951-955-2700 <a href="mailto:aburgess@riversidesheriff.org">aburgess@riversidesheriff.org</a>

**Principal U.S. Forest Service Contacts:**



<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 858-674-2974 858-673-6188 anthony.rose@usda.gov	Ben Barlahan, Program Support Assistant 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 858-674-2926 858-673-6188 benigno.barlahan@usda.gov

- C. An Annual 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 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 Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual 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 U.S. Forest Service Agreements Coordinator.



- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by 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 Annual 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 Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual 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 Annual 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 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 Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual 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; 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/are responsible for all operating and maintenance costs for equipment that the U.S. Forest





Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. 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 Cooperator using any Federal funding. Upon expiration of this agreement 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.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. 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 Annual 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.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which 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 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.

- P. 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.
- Q. 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.

R. 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.

S. 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 Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.



- T. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. 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.
- V. 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).
- W. 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 December 31, 2025.
- X. 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.

CHAD BIANCO, SHERIFF  
Riverside County

Date

6/9/2020

SCOTT TANGENBERG, FOREST SUPERVISOR  
U.S. Forest Service, Cleveland National Forest

Date

JODY NOIRON

Digitally signed by JODY NOIRON  
Date: 2020.06.11 14:46:16 -0700

JODY NOIRON, FOREST SUPERVISOR  
U.S. Forest Service, San Bernardino National Forest

Date



September 3, 2020

DEPUTY  
COUNTY COUNSEL  
Riverside County

Date

DON HOANG  
Special Agent in Charge, Pacific Southwest Region

Date

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

4-23-20

KAREN MCWILLIAMS  
U.S. Forest Service Grants Management Specialist

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 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/household 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) 686-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



FS Agreement No. 20-LE-11051360-036

Cooperator Agreement No. MOD 01

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN**

**Between the  
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT  
And The  
USDA, FOREST SERVICE  
CLEVELAND AND SAN BERNARDINO NATIONAL FORESTS**

**2020 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Riverside County Sheriff's Department, hereinafter referred to as "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 Cooperative Law Enforcement Agreement #20-LE-11051360-036 executed on \_\_\_\_\_. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2019 and ending September 30, 2020.

Previous Year Carry-over: \$.00  
Current 2020 Year Obligation: \$13,000.00  
**FY2020 Total Annual Operating Plan: \$13,000.00**

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lake Elsinore Station Captain, Michael Lujan 333 Limited Avenue Lake Elsinore, CA 92530 Telephone: 951-245-3300	Darcelle Seiler, Administrative Manager 4095 Lemon St., 3rd. Floor Riverside, CA 92501 Telephone: 951-955-2458 dseiler@Riversidesheriff.org
Hemet Station Captain, Leonard Purvis 43950 East Acacia Ave., Ste. B Hemet, CA 92544 Telephone: 951-791-3400	Nadejda Nwoye, Investigation Bureau 1500 Castellano Rd. Jurupa Valley, CA 92509 Telephone: 951-955-1716 Email: nnwoye@riversidesheriff.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2974 FAX: 858-673-6188 Email: anthony.rose@usda.gov	Ben Barlahan, Program Support Assistant 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2926 FAX: 858-673-6188 Email: benigno.barlahan@usda.gov
<b>U.S. Forest Service Program Coordinator Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Chad Krogstad, Patrol Commander 1323 Club Drive Vallejo, CA 94592 707-562-9125 FAX: 707-562-9031	Cynthia Maldonado, Admin. Assistant 444 East Bonita Ave. San Dimas, CA 91773 Telephone: 909-929-7064 FAX: 909-592-1404 Email: cynthia.maldonado@usda.gov

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

.98/mile patrolled. Per diem rate is N/A. Wages at the prevailing wage rate of \$131.46/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 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: **\$7,200.00**

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K 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).

### IV. EQUIPMENT:

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

Cooperator will authorize the Forest Service to have interoperability and intermittent radio use for emergency access to Riverside County Sheriff's 700 MHZ radio system as needed throughout the year for Law Enforcement operations on the San Jacinto Ranger District. This will also provide access to Bureau of Land Management's FICC dispatch channel, allowing greater interagency operations.

(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: \$5,800.00, 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 this category shall not exceed: \$5,800.00

### 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 Annual 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 Annual 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 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 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 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.*

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Riverside as being current and proper. These statements must be accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 20-LE-11051360-036.





A. Mail copies of itemized billing statements to:

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

Sonny St John, Patrol Captain  
USFS Law Enforcement  
602 S. Tippecanoe Ave.  
San Bernardino, CA 92408

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: 877-687-4984

Or e-mail scanned invoice to: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

Final billings for reimbursement must be received by the Forest Service before October 30, 2020 in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

**Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at \_\_\_\_\_ for the verification of the EFT (Electronic Funds Transfer) banking information.**

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities Lake Elsinore	\$4,000.00	
Patrol Activities Hemet	\$3,200.00	
Training		
Equipment	5,800.00	
<b>Total</b>	<b>\$13,000.00</b>	

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next FY2021 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-D*.

D. 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.

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By: Susanna Oh  
Deputy County Counsel

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

CHAD BIANCO, SHERIFF Date  
County of Riverside

6/9/2020  
Date  
SCOTT TANGENBERG, FOREST SUPERVISOR  
U.S. Forest Service, Cleveland National Forest

JODY NOIRON Digitally signed by JODY NOIRON  
Date: 2020.06.11 14:44:41 -07'00' Date  
JODY NOIRON, FOREST SUPERVISOR  
U.S. Forest Service, San Bernardino National Forest

DON HOANG Date  
Special Agent in Charge, Pacific Southwest Region

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

4-23-20  
Date  
KAREN MCWILLIAMS  
U.S. Forest Service Grants Management 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) 632-8992 (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.



FS Agreement No. 20-LE-11051360-036  
Cooperator Agreement No. \_\_\_\_\_  
Modification No. 02

**EXHIBIT B**

**COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN &  
FINANCIAL PLAN  
Between The  
RIVERSIDE COUNTY SHERIFF'S OFFICE  
And the  
USDA, FOREST SERVICE  
SAN BERNARDINO and CLEVELAND NATIONAL FORESTS**

**2020 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Riverside County Sheriff's Office, hereinafter referred to as "RCSO," and the USDA, Forest Service, San Bernardino and Cleveland National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-036 executed on \_\_\_\_\_. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2019 and ending September 30, 2020.

**Previous Year Available: \$00**  
**FY 2020 Obligation: \$15,000.00**  
**FY 2020 Total Annual Operating Plan: \$15,000.00**

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Chad Bianco, Sheriff 4095 Lemon Street, 2 <sup>nd</sup> Floor Riverside, CA 92502 <b>Telephone: 951-955-2400</b> <b>Fax: 951-955-2428</b>	Will Taylor, Chief Deputy 4095 Lemon Street, 2 <sup>nd</sup> Floor Riverside, CA 92502 <b>Telephone: 951-955-9161</b> <b>Fax: 951-955-2428</b>



<b>Cooperator Alternate Contact 1</b>	<b>Cooperator Alternate Admin Contact 2</b>
Paul Bennett, Lieutenant 1500 Castellano Rd. Jurupa Valley, CA 92508 <b>Telephone:</b> 951-955-1700	Nadejda Nwoye 4095 Lemon Street, 2 <sup>nd</sup> Floor Riverside, CA 92502 <b>Telephone:</b> 951-955-1716 <b>Email:</b> nnwoye@riversidesheriff.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Patrick Brown, Special Agent Cleveland National Forest 10845 Rancho Bernardo Rd. Ste. 200 858-674-2947 (office) 858-472-9841 (cell) <b>FAX:</b> 858-673-7611 <b>E-mail:</b> patrick.brown@usda.gov	Eric Rusch, Program Support Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 <b>Office:</b> 707-562-9127 <b>FAX:</b> 707-562-9031 <b>E-mail:</b> eric.rusch@usda.gov

<b>U.S. Forest Service Program Coordinator Contact</b>
Steve Frick Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-8649 (Office) <b>FAX:</b> 707-562-9031 <b>E-mail:</b> stephen.frick@usda.gov

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV- I of Agreement No. 20-LE-11051360-036, 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 RCSO 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 RCSO 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 RCSO 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: RCSO 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 RCSO 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. RCSO 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 RCSO mutually agree to the following:

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

Salary (base)	\$131.46 per hour,
Salary (overtime)	\$ base + ½ per hour,
Per diem costs	\$34/M&IE + \$55/LODGING,
Travel (mileage and fares)	\$0.98 per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of RCSO that may be reimbursed may not exceed.... \$  
The total expenditures for item A.4 may not exceed..... 10% of the total allocation.

D. **Any remaining funding in this Annual 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.**

**III. BILLING FREQUENCY:**



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

RCSO will furnish *monthly 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. 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 (Attachment A) to:

Send Photocopy to:

Eric Rusch, Program Support Assistant  
Pacific Southwest Regional Office - LEI  
1323 Club Drive  
Vallejo, CA 94592

Patrick Brown, Special Agent  
Cleveland National Forest  
10845 Rancho Bernardo Rd.  
Suite 200  
San Diego, CA 92127

- 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: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2020 in order to receive payment.
- d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at \_\_\_\_\_ for the verification of the EFT (Electronic Funds Transfer) banking information.**

**Job Code: NFLE5120 1360 S 15,000.00**



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

September 3, 2020

DEPUTY COUNTY COUNSEL  
Riverside County

Date

CHAD BIANCO, SHERIFF  
Riverside County

Date

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

Date

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

4-23-20

KAREN MCWILLIAMS  
U.S. Forest Service, Grants Management Specialist

Date

Burden Statement

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