RESOLUTION No. 17-154

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING A RENEWAL MASTER AGREEMENT 17-LE-11051360-018 WITH THE USDA FOREST SERVICE FOR CAMPGROUND PATROL AND CONTROLLED SUBSTANCE ENFORCEMENT ON US FOREST SERVICE LANDS IN THE TAHOE NATIONAL FOREST

WHEREAS, the Nevada County Sheriff's Office has participated in a cooperative agreement with the USDA Forest Service since 1972 to provide additional law enforcement services on forest lands in the Tahoe National Forest; and

WHEREAS, during summer months the Sheriff's Office conducts campground patrols and controlled substance operations in a number of Forest Service campgrounds and remote areas of the Tahoe National Forest to augment the services already provided in these areas by the USDA Forest Service; and

WHEREAS, the USDA Forest Service reimburses certain salary and associated costs in providing such patrols and enforcement actions; and

WHEREAS, the 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 September 30, 2022.

THEREFORE, BE IT RESOLVED, that the Chair of the Nevada County Board of Supervisors, on behalf of the County of Nevada, be and is hereby authorized to execute a renewal master agreement with the USDA Forest Service pertaining to law enforcement services on National Forest Service lands, beginning on the date of the last signature of said agreement until September 30, 2022, as well as Exhibit A for campground patrol in the amount of $12,000, for the period effective from the last signature date until September 30, 2017, and Exhibit B for controlled substances in the amount of $12,000, for the period effective from the last signature date until September 30, 2017; and

BE IT FURTHER RESOLVED, that the Auditor-Controller is directed to deposit said monies in account 0101 20201 152 2100 446310.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of April, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____

_____
Hank Weston, Chair

4/11/2017 cc: Sheriff (4)
AC* (Hold)

5/01/2017 cc: Sheriff*
AC* (Release)

RECEIVED
2017 MAY -1 PM 12:35
SHERIFF-CORONER
NEVADA COUNTY
BY

FS Agreement No. 17-LE-11051360-018

Cooperator Agreement No.

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
NEVADA COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST

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

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

Title: Nevada County/TNF 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 (Annual Operating Plan) attached as Exhibit A and Exhibit B. *See related Provision IV-E.*

B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual 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-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the 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 www.sam.gov.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Annual Operating Plans attached as Exhibit A and Exhibit B.

B. Reimburse the 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 the 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: asc_ga@fs.fed.us

Send copy to:

Melissa Ewing
U.S. Forest Service
Tahoe National Forest
631 Coyote Street
Nevada City, CA 95959
Phone: (530) 478-6166
E-Mail: melissaewing@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
Stephen Tripp, Operations Lieutenant Nevada County Sheriff's Office 950 Maidu Avenue Nevada City, CA 95959 Phone: (530) 265-7194 Fax: (530) 470-0439 E-Mail: Stephen.Tripp@co.nevada.ca.us	Trish Vannuci Nevada County Sheriff's Office 950 Maidu Avenue Nevada City, CA 95959 Phone: (530) 265-1397 Fax: (530) 470-0439 E-Mail: SheriffFinance@co.nevada.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph M. Cook, Patrol Captain Tahoe National Forest 631 Coyote Street Nevada City, CA 95959 Phone: (530) 906-2087 Fax: (530) 478-6179 E-Mail: jcook02@fs.fed.us	Melissa Ewing, Program Support Admin. Tahoe National Forest 631 Coyote Street Nevada City, CA 95959 Phone: (530) 478-6166 Fax: (530) 478-6179 E-Mail: melissaewing@fs.fed.us
	U.S. Forest Service Grants and Agreement Contact
	Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Phone: (707) 562-8782 FAX: (707) 562-9144 E-Mail: gbordash@fs.fed.us

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 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.

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 the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

I. The 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 the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the 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 the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment,

the total cost for the equipment cannot exceed the major portion of the total cost of the 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; 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/are 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.

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 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.

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 the 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 the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to the Cooperator.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 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 the 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 the 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 September 30, 2022.

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.

3-23-17

KEITH ROYAL, Sheriff
Nevada County

Date

Teresa Benson 04/17/17

FOR ELI ILANO, Forest Supervisor — Date
U.S. Forest Service, Tahoe National Forest

Hank Weston 4/11/2017

CHAIR, BOARD OF SUPERVISOR — Date
Nevada County

4/21/17

DON HOANG, Special Agent in Charge — Date
U.S. Forest Service, Tahoe National Forest

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

01/09/2017

GERALDINE C. BORDASH — Date
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Burden Statement

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

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

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

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

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number
17-LE-11051360-018

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Nevada County	Tahoe

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	17	06			

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	8. Search and Rescue Missions No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
	PART I - FBI UNIFORM CRIME REPORTING		
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
	PART II - FBI UNIFORM CRIME REPORTING		
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
	PART III - COOPERATOR ASSISTS		
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

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

Law Enforcement Billing Summary
Drug

USDA Forest Service, Tahoe NF	County: NEVADA

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: _____ Coop Patrol ___X___ Controlled Substance Operations

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

Certification Statement

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

Law Enforcement Billing Summary
PATROL

USDA Forest Service, Tahoe NF	County: NEVADA

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: ___X___ Coop Patrol _____ Controlled Substance Operations

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

Certification Statement

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

RECEIVED
2017 MAY -1 PM 12: 35
SHERIFF-CORONER
NEVADA COUNTY
BY

FS Agreement No. 17-LE-11051360-018
Modification No. Mod 001
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
NEVADA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST

2017 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Nevada County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, the Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #17-LE-1105-1360-018 executed on April 11, 2017. 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, 2016 and ending September 30, 2017.

FY2017 Total Annual Operating Plan: $12,000.00

I. GENERAL:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Stephen Tripp Operations Lieutenant Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.7194 Email: tripp@co.nevada.ca.us	Trish Vannuci Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.1397 Fax: 530.470.0439 Email: SheriffFinance@co.nevada.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph M. Cook, Patrol Captain Tahoe National Forest 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6148 FAX: 530-478-6179 Email: jcook02@fs.fed.us	Melissa Ewing, Program Support Tahoe National Forest 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
	Geraldine C. Bordash, (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: gbordash@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the U.S. Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$52.49** per hour and **$.50** per mile.

2. *Reserve Deputies:* For the services provided in Section II, the U.S. Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$31.00** per hour and **$.50** per mile.

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. The emphasis for patrols should focus on periods of higher visitor use such as Friday evenings, Saturday days, evenings, nights, and Sunday mornings, primarily between Memorial and Labor Day holiday weekends with potential extra emphasis on the Independence Day weekend, or as otherwise requested by the Forest Service. Actual work schedules will be negotiated between the designated representatives a minimum of 24 hours in advance. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol in the following campgrounds, developed sites, and dispersed areas:

Boca Reservoir Prosser Lake Meadow Lake

White Clout	Skilman	Bowman Lake
Canyon Creek	Jackson Creek	Faucherie
Fuller Lake	Carr Lake	Feeley Lake
Lindsey Lake	Pierce Meadow	Rattlesnake Road

South Fork Yuba River, including Washington, Kelher, and Golden Quartz

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the U.S. Forest Service designated representative, and as resources are available, the Cooperator will assist the U.S. Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $12,000.00.

C. Cooperator personnel assigned to duties in Section II must be regular employees of the Nevada County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the U.S. Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the U.S. Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the U.S. Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the U.S. Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

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

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

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

IV. 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 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.

4. Cooperator will notify Grass Valley Emergency Command Center of all known search and rescues and/or injury/fatality incidents that occur on National Forest System lands as soon as possible.

V. BILLING FREQUENCY:

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

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before October 31, 2017.

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

   Melissa Ewing
   Law Enforcement & Investigations
   631 Coyote Street
   Nevada City, CA 95959

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

   1. US Forest Service
      Albuquerque Service Center

Payment – Grants and Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_ga@fs.fed.us

NOTE: Annually update the System for Award Management (SAM) of the County Sheriff's DUNS# on the SAM website at www.sam.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. 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	$12,000.00	
Training	$0.00	
Equipment and Supplies	$0.00	
Total	**$12,000.00**	

B. 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 deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

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

3-23-17

KEITH ROYAL, Sheriff
Nevada County

Date

Hank Weston

4/11/2017

For Nevada County ~~Council~~ Chair, Board of Supervisors

Date

Teresa Benson

4/17/17

FOR ELI ILANO, Forest Supervisor
US Forest Service, Tahoe National Forest

Date

4/21/17

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

Date

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

03/06/2017

GERALDINE C. BORDASH,
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Date

Burden Statement

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

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
PATROL

USDA Forest Service, Tahoe NF	County: NEVADA

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: ___X___ Coop Patrol _____ Controlled Substance Operations

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

Certification Statement

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

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number
17-LE-11051360-018

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Nevada County	Tahoe

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	17	06			

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
	PART I - FBI UNIFORM CRIME REPORTING		
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
	PART II - FBI UNIFORM CRIME REPORTING		
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
	PART III - COOPERATOR ASSISTS		
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

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

RECEIVED
2017 MAY -1 PM 12: 35
SHERIFF-CORONER
NEVADA COUNTY
BY_____

FS Agreement No. 17-LE-11051360-018
Cooperator Agreement No.
Modification No. 002

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN & FINANCIAL PLAN
Between The
NEVADA COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST

2017 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 Nevada County Sheriff's Department, hereinafter referred to as "NCSO," and the USDA, Forest Service, Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement # 17-LE-11051360-018 executed on April 11, 2017. 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, 2016 and ending September 30, 2017.

Prior Year Carryover: $0.00
Current Year Obligation: $12,000
FY-2017 Total Annual Operating Plan: $12,000

I. GENERAL:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Keith Royal, Sheriff Nevada County 950 Maidu Ave. Nevada City, CA 95959-8600 Telephone: (530) 265-1471 **FAX:** (530) 470-0439 **E-mail:** keith.royal@co.nevada.ca.us	Marie Delany Nevada County 950 Maidu Ave. Nevada City, CA 95959-8600 Telephone: (530) 265-1397 **FAX:** (530) 470-0439 **E-mail:** SheriffFinance@co.nevada.ca.us

Cooperator Alternate Contact
Justin Martin, Sergeant Nevada County 950 Maidu Ave. Nevada City, CA 95959-8600 Telephone: (530) 265-1713 **FAX:** (530) 470-6611 **E-mail:** Justin.Martin@co.nevada.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Eric Schultz, Special Agent El Dorado National Forest 100 Forni Road Placerville, CA 95667 **Office:** (530) 621-5294 **FAX:** (530) 621-5260 **E-mail:** eschultz@fs.fed.us	Jennie Shirley, Administrative Specialist Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 **Office:** 707-562-9127 **FAX:** 707-562-9031 **E-mail:** jennieshirley@fs.fed.us
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service Grants and Agreement Contact**
Pete Jordan Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 **Office:** 707-562-8662 **FAX:** 707-562-9031 **E-mail:** pjordan@fs.fed.us	Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 **Office:** 707-562-8782 **FAX:** 707-562-9144 **E-mail:** gbordash@fs.fed.us

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to *IV- I* of Agreement No. 17-LE-11051360-018, 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 **NCSO** 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 **NCSO** 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 **NCSO** 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: NCSO 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 **NCSO** 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. **NCSO** 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 **NCSO** mutually agree to the following:

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

Salary (base)	**$52.49 ($78.84 overtime)** per hour
Salary (Reserve)	**$31.00 ($46.50 overtime)** per hour
Per diem costs	**$39**/M&IE + **$60**/Lodging
Travel (mileage and fares)	**$0.50** per mile
Helicopter flight time	**Actual documented costs**
Supplies or equipment	**Actual documented costs**

2. The total expenditures of **NCSO** that may be reimbursed may not exceed.... **$12,000**
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.

NCSO 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:

Jennie Shirley, Administrative Specialist
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592-1110

Send photo copy to:
Eric Schultz, Special Agent
El Dorado National Forest
100 Forni Road
Placerville, CA 95667-5294

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 October 31, 2017 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 www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

Job Code: NFLE5117 1360 $12,000

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

3-23-17

KEITH ROYAL, Sheriff
Nevada County

Date

Hank Weston

4/11/2017

~~EDWARD C. SCOFIELD~~
Chairperson, Board of Supervisors
Nevada County

Date

4/4/17

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.

03/06/2017

GERALDINE C. BORDASH
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.

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

USDA Forest Service, Tahoe NF	County: NEVADA

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: _____ Coop Patrol ___X___ Controlled Substance Operations

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

Certification Statement

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

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number
17-LE-11051360-018

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Nevada County	Tahoe

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	17	06			

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	8. Search and Rescue Missions No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
	PART I - FBI UNIFORM CRIME REPORTING		
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
	PART II - FBI UNIFORM CRIME REPORTING		
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
	PART III - COOPERATOR ASSISTS		
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

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