



FS Agreement No. 17-LE-11051360-027

Cooperator Agreement No. _____

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

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Tulare County Sheriff's Department, hereinafter referred to as "The Cooperator," and the USDA, Forest Service, Sequoia 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: Tulare County Cooperative Law Enforcement Agreement

I. PURPOSE:

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

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

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plans (Annual Operating Plan) attached as Exhibit A: Patrol and Exhibit B: Controlled Substance. *See related Provision IV-F.*
- 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-K.
- 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-J, and IV-Q.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



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

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plans attached as Exhibit A: Patrol and Exhibit B: Controlled Substance.
- 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-J.* 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:

Jeff Sadowski, Patrol Captain
U.S. Forest Service –LE&I
Sequoia National Forest
1839 South Newcomb
Porterville, CA 93257
Phone: (559)784-1500 ext. 1591
E-Mail: jmsadowski@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
Mike Boudreaux, Sheriff-Coroner County Civic Center 2404 Burrel Ave Center Visalia, CA 93291 Telephone: 559-636-4717 Email: mboudreaux@co.tulare.ca.us	Terrie Saenz, Fiscal Manager County Civic Center 2404 Burrel Ave. Visalia, CA 93291 Telephone: 559-636-4639 Email: tlsaenz@tulare.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jeff Sadowski, Patrol Captain 1839 South Newcomb Porterville, CA 93257 Telephone: 559-784-1500 ext. 1591 Email: jmsadowski@fs.fed.us	Rita Wears, Patrol Commander 444 East Bonita Ave. San Dimas, CA 91773 Telephone: 909-929-7064 Email: rwears@fs.fed.us

C. MINIMUM WAGE REQUIREMENT.

(a) Executive Order 13658. This contract-like instrument (for purposes of this clause only, contract) is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015, and December 31, 2015, must be \$10.10 per hour. The minimum wage must be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the Contracting Officer, or other Agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish



annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments must be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible, therefore, shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor shall pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor shall pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The Agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.



- (e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.
- (f) Nothing herein must relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor must a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.
- (g) Payroll Records.
- (1) The contractor shall make and maintain for 3 years the records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by the authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:
- (i) Name, address, and social security number,
 - (ii) The worker's occupation(s) or classification(s),
 - (iii) The rate or rates of wages paid,
 - (iv) The number of daily and weekly hours worked by each worker,
 - (v) Any deductions made; and
 - (vi) Total wages paid.
- (2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the Contracting Officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.
- (h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor



shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee shall receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit, the contractor shall increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658.

To utilize this proviso:

(1) The employer shall inform the tipped employee in advance of the use of the tip credit;

(2) The employer shall inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer shall be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.



(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor shall notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor shall post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

- D. 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.
- E. 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.
- F. 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-L.
 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.
- G. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- H. 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.
- I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- J. 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.
- K. 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.
- L. 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. 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 The Cooperator for and/or transferred to The Cooperator under the AD-107 process or equivalent.

- M. 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.
- N. 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.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.
- S. 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.

- T. 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.
- U. 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.
- V. 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.
- W. 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).
- X. 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, 2021.
- Y. 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.



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

Mike Boudreau 05/01/2017
MIKE BOUDREAU, Sheriff-Coroner Date
Tulare County

[Signature] 6 FEB 2017
KEVIN ELLIOTT, Forest Supervisor Date
U.S. Forest Service, Sequoia National Forest

[Signature] 5/16/17
CHAIRMAN Date
Tulare County Board of Supervisors

DON HOANG Date
Special Agent in Charge, Pacific Southwest Region

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

Monica E. Irvin 1/4/2017
MONICA E. IRVIN Date
U.S. Forest Service Grants Management Specialist

APPROVE AS TO FORM:
COUNTY COUNSEL
BY [Signature] 5/1/17
DEPUTY (2017603)



Burden Statement

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

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

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

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



FS Agreement No. 17-LE-11051360-027
Cooperator Agreement No. MOD 001

EXHIBIT A

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

**Between The
TULARE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
SEQUOIA NATIONAL FOREST**

2017 ANNUAL PATROL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Tulare County Sheriff's Department, hereinafter referred to as "The Cooperator," and the USDA, Forest Service, Sequoia National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement 17-LE-11051360-027 executed on _____. This Annual Operating Plan is made and agreed to as of the last signature date and is for the estimated period beginning October 1, 2016 and ending September 30, 2017.

Previous Year Carry-over: 0.00
Current 2017 Year Obligation: \$33,000.00
FY2017 Total Annual Operating Plan: \$33,000.00

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
Mike Boudreaux, Sheriff-Coroner County Civic Center 2404 W. Burrel Ave Visalia, CA 93291 Telephone: 559-636-4717 Email: mboudreaux@co.tulare.ca.us	Terrie Saenz, Fiscal Manager County Civic Center 2404 W. Burrel Ave. Visalia, CA 93291 Telephone: 559-636-4717 Email: tlsaenz@co.tulare.ca.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jeff Sadowski, Patrol Captain 1839 South Newcomb St. Porterville, CA 93257 Telephone: 559-784-1500 ext. 1591 FAX: 559-781-4744 Email: jmsadowski@fs.fed.us	Rita Wears, Patrol Commander 444 East Bonita Ave. San Dimas, CA 91773 Telephone: 909-929-7064 FAX: 909-592-1404 Email: rwears@fs.fed.us

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

- .54/mile patrolled
- Per diem rate is \$59.00/day
- Detective Sgt. \$60.27 hr / \$90.41 OT
- Sgt. \$58.79 hr / \$88.19 OT
- Detective \$51.30 hr / \$76.95 OT
- Deputy II: \$49.33 hr / \$74.00 OT
- Deputy I: \$47.06 hr / \$70.59 OT
- Deputy I Reserve: \$24.87 hr / \$37.31 OT

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.

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

All roads as required on forest property within Tulare County.

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

All such areas as required on forest property within Tulare County, with emphasis on the Tulare River Canyon and the Tule River drainage.

Total reimbursement for patrol activities, including training and equipment described below, shall not exceed the amount of \$33,000.00

Any funding not used under Section III. Training or Section IV. Equipment will be allocated to patrol activities and will not exceed a combined total of \$33,000.

**III. TRAINING:**

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

The Forest Service agrees to allow the Cooperator to use the Peppermint Heliport for search and rescue training at no cost to either party. A minimum of one-week prior notice will be required to allow for preparation. This notice should be given to the designated representative or alternate who will then confirm the dates for its use with the District Fire Management Officer.

Training will be reimbursed for courses that will be beneficial to fulfillment of the agreement. This training will be limited to those officers that mainly work in the mountainous terrain and County areas within the Sequoia National Forest.

Training to be determined at a later date by mutual agreement of both parties' representatives. This amount may be adjusted up or down, depending on training availability and by mutual agreement of the representatives of both parties.

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

Total reimbursement for this category shall not exceed the amount of: N/A

IV. EQUIPMENT:

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

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

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

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement, 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-K and IV-F (5) shall be provided at the time the documents are filed.

Total reimbursement for this category shall not exceed the amount of: N/A



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 Tulare 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 II-F of the Cooperative Law Enforcement Agreement 17-LE-11051360-027.

A. Mail copies of itemized billing statements to:

Jeff Sadowski, Patrol Captain
USFS Law Enforcement
1839 S. Newcomb St.
Porterville, CA 93257

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: ASC_GA@fs.fed.us

Final billings for reimbursement must be received by the Forest Service before October 30, 2017 in order to receive payment. Please see agreement provision IV-D 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 www.sam.gov 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	\$33,000,00	
Training		



Equipment		
Special Enforcement Situations		
Total	\$33,000.00	

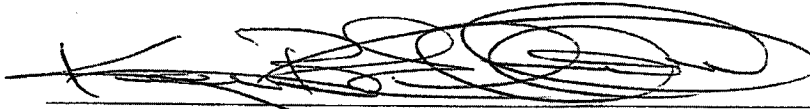
C. Any remaining funding in this Annual Operating Plan may be carried forward to the next FY2018 fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-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.

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

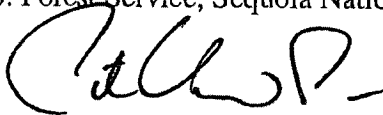

 MIKE BOUDREAUX, Sheriff-Coroner
 Tulare County

05/01/17
Date



KEVIN ELLIOTT, Forest Supervisor
 U.S. Forest Service, Sequoia National Forest

6 FEB 2017
Date



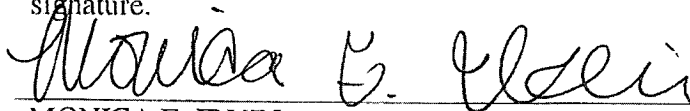
CHAIRMAN
 Tulare County Board of Supervisors

5/11/17
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.



MONICA E. IRVIN
 U.S. Forest Service Grants Management Specialist

1/4/2017
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.



FS Agreement No. 17-LE-11051360-027
Cooperator Agreement No. _____
Modification No. 002

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN &
FINANCIAL PLAN**

**Between The
TULARE COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
SEQUOIA and SIERRA 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 Tulare County Sheriff's Office, hereinafter referred to as "TCSO," and the USDA, Forest Service, Sequoia and Sierra National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #-17-LE-11051360-027 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, 2016 and ending September 30, 2017.

Prior Year Carryover: 00.0
Current FY 2017 Obligation: \$ 24,000
FY-2017 Total Annual Operating Plan: \$24,000

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
Mike Boudreaux, Sheriff-Coroner 2404 West Burrel Avenue Visalia, CA 93291-4580 Telephone: (559) 636-4717 FAX: 559-737-4283 E-mail: mboudreaux@co.tulare.ca.us	Terrie Saenz, Fiscal Manager 2404 West Burrel Avenue Visalia, CA 93291-4580 Telephone: (559) 636-4639 FAX: 559-737-4283 E-mail: tsaenz@co.tulare.ca.us



Cooperator Alternate Contact 1	Cooperator Alternate Contact 2
LT Robert Moore Tulare County Sheriff's Office 2404 West Burrel Avenue Visalia, CA 93291-4580 Telephone: (559) 735-1879 FAX: 559-737-4283 E-mail: Rhmoore@co.tulare.ca.us	CAPT John Gonzalez Tulare County Sheriff's Office 2404 West Burrel Avenue Visalia, CA 93291-4580 Telephone: (559) 636-4645 FAX: 559-737-4283 E-mail: Jagonzalez@co.tulare.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Brian Adams, Special Agent Sequoia National Forest- Kern River RD 105 Whitney Rd. Kernville, CA 93238 Telephone: 760-376-3781 X 619 FAX: 760-376-3106 E-mail: badams01@fs.fed.us	Heather Rivera, Program Support Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-8646 FAX: 707-562-9031 E-mail: hmrivera@fs.fed.us
U.S. Forest Service Program Coordinator Contact	
Steve Frick Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-8649 FAX: 707-562-9031 E-mail: sfrick@fs.fed.us	

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- J of Agreement No. 17-LE-11051360-027, 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 TCSO 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 TCSO 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 TCSO 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: TCSO 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 TCSO 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. TCSO 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 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 TCSO mutually agree to the following:

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

Salary (base)

Detective Sgt.	\$60.27 per hour
Detective	\$51.30 per hour
Deputy II	\$49.33 per hour
Deputy I	\$47.06 per hour

Salary (overtime)

Detective Sgt.	\$90.41 per hour
Detective	\$76.95 per hour
Deputy II	\$74.00 per hour
Deputy I	\$70.59 per hour

2. The total expenditures of TCSO that may be reimbursed may not exceed.... **\$24,000**
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.

TCSO 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:

Heather Rivera, Program Support Assistant	<u>Send photo copy to:</u>
Pacific Southwest Regional Office - LEI	Brian Adams, Special Agent
1323 Club Drive	Sequoia National Forest
Vallejo, CA 94592	105 Whitney Rd.
	Kernville, CA 93238

- 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: NFLE0517 1360 \$24,000



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

Mike Boudreau 05-01-17
MIKE BOUDREAU, Sheriff-Coroner Date
Tulare County

[Signature] 5/16/17
CHAIRMAN Date
Tulare County Board of Supervisors

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

The authority and format of this agreement has been reviewed and approved for signature.
Monica E. Irvin 1/4/2017
MONICA E. IRVIN Date
U.S. Forest Service, Grants Management Specialist

Burden Statement

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